



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, MARCH 14, 2016 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

3. MAYOR'S AWARD

4. PRESENTATIONS:

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held December 7, 2015

B. PURCHASING ITEMS:

1. Purchase request by Public Works Fleet Division for the purchase of one (1) high top cargo van to be assigned to the Communications Utility and used for fiber splicing. Vendor is Don Reid Ford at a cost of \$29,489.00.
2. Purchase request and expenditure approval for demolition of structures.
3. Purchase request from Public Works Water Division for the rehabilitation of a water well pump to Rowe Drilling Company, Inc.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida Accepting and Approving a Re-Plat of Majestic Oaks Shores Partial Replat, Plat Book 63, Pages 62 and 63 as recorded in the Public Records of Lake County, Florida, this Re-Plat titled

"Majestic Oak Shores Replat Two" is generally located in Section 24, Township 19 South, Range 24 East; and accepting and dedicating any easements or public places shown thereon as being dedicated to the public; and providing and effective date.

2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a modification of a Temporary Easement Agreement among the City of Leesburg, Florida, Long Farms North, Inc., and Lake County, Florida; and providing an effective date.

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE

- A. Second reading of an Ordinance amending Chapter 7, Buildings and Building Regulations
- B. First reading of an Ordinance Amending Chapter 17, Pensions and Retirement, Article IV, Police Officer Retirement Fund.
- C. First reading of an Ordinance Vacating a Portion of Kaolin Street Right of Way, generally located North of Cleveland Street, East of Canal Street and South of the Abandoned Railroad Right of Way.
- D. First reading of an ordinance annexing approximately 19.77 acres, generally located on the east side of U.S. Highway 27, north of the intersection of County Road 33.
- E. First reading of an ordinance amending the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map designation of certain property containing approximately 9.65 acres from Lake County Urban Low Density to City General Commercial. (Elderfire Lodges, LLC)
- F. First reading of an ordinance rezoning approximately 9.65 acres from Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential) to SPUD Small Planned Unit Development) (Elderfire Lodges LLC).
- G. First reading of an ordinance amending the Comprehensive Plan of the City of Leesburg, changing the Future Land Use designation of certain property containing approximately 10.93 acres from Lake County Urban Low Density to City Conservation (Elderfire Lodges, LLC)
- H. First reading of an ordinance rezoning approximately 10.93 acres generally located east of U.S. Highway 27 and north of County Road 33, from Lake County R-6 (Urban Residential) to City P (Public) (Elderfire Lodges, LLC).
- I. Review and approval of the final design for the Kids Korner playground at Rogers Park in Venetian Gardens.

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Agreement with Playcore d/b/a GameTime; and providing an effective date.

J. Request concept approval and authorization to advertise for a Welcome replacement sign on US Highway 441, east of Airport View Road

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

11. ROLL CALL:

12. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

**MINUTES OF THE CITY COMMISSION MEETING
MONDAY, DECEMBER 7, 2015**

The City of Leesburg Commission held a regular meeting Monday, December 7, 2015, in the Commission Chambers at City Hall. Mayor Dennison called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Bob Bone
Commissioner John Christian
Commissioner Jay Hurley
Commissioner Dan Robuck
Mayor Elise Dennison

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Commissioner Christian gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America at the US Highway 441/27 Community Redevelopment Agency meeting held prior to this meeting.

PROCLAMATIONS: None

PRESENTATIONS: None

CONSENT AGENDA:

Items pulled for discussion:

4.C.1 - Amendment to the Management Services Agreement with Facci Bella, Inc. (LakeFront TV)

4.C.4 - Lease agreement with DRJ Land, LLC, for property located west of the Airport Runway Protection Zone

Commissioner Bone moved to adopt the Consent Agenda except for 4.C.1 and 4.C.4 and Commissioner Christian seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

CITY COMMISSION MEETING MINUTES: None

RESOLUTION 9713

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Memorandum of Understanding with RBC Capital Markets for possible future underwriter services; and providing an effective date.

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RESOLUTION 9714

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Memorandum of Understanding with Stifel, Nicolaus & Company, Inc. for possible future underwriter services; and providing an effective date.

APPROVED

Purchase request by Information Technology for CISCO SmartNet maintenance and support.

APPROVED

Purchase request by the Public Works Fleet Services Division for the purchase of a contour rotary mower for a total cost of \$48,500.00.

RESOLUTION 9715

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Services Agreement with WHM Foundation Stabilization, LLC as the Primary Contractor to provide structure demolition and related services; and providing an effective date.

RESOLUTION 9716

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Services Agreement with Cross Environmental Services, Inc. as the Secondary Contractor to provide structure demolition and related services; and providing an effective date.

RESOLUTION 9717

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Interlocal Agreement with Lake County under which the City will provide communications services and the County will allow use of two of its tower sites; and providing an effective date.

RESOLUTION 9718

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a pole attachment agreement with Clay Electric Cooperative, Inc.; and providing an effective date.

RESOLUTION 9719

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Interlocal Agreement with the FDOT, Lake County, Sumter County, various municipalities and agencies creating the Lake-Sumter Metropolitan Planning Organization and providing an effective date.

ADOPTED RESOLUTION 9720 AN AMENDMENT TO THE MANAGEMENT SERVICES AGREEMENT WITH FACCI BELLA, INC; (LAKEFRONT TV)

Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

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RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE MANAGEMENT SERVICES AGREEMENT WITH FACCI BELLA, INC.; AND PROVIDING AN EFFECTIVE DATE. (LAKEFRONT TV)

Commissioner Robuck moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Robuck stated has concerns that the city has never competitively bid our TV station and thinks that is inappropriate and certainly should have a fair and open bidding process of any services for the city. Not that the current provider is doing a bad job, they have certainly improved it and he thinks they would have a really good shot of winning an open bid, but thinks for the sake of the public and watching after their money the city should open all major contracts to competitive bidding. He stated his second concern is the contract does not do anything; it does not say anything about a guarantee of any specific amount of time for Leesburg. There should at least be some sort of concrete idea of how many hours will be devoted to the city of Leesburg.

CM Minner stated he and Dr. Anna Marie have actually talked much about several different concepts on how to move forward and in the end thinks they felt like the existing set up was correct. With respect to the specific issue of getting other local governments involved, he thinks those exhibits do speak to that a little bit. There is the flip flop mechanism on how the 80/20 flows depending on who brings in what and he feels good with Dr. Anna Marie on how those will be set up in the future. One thing they are working on internally is kind of a rate scale going further and does not think that has to be a mechanism of this agreement. He thinks our terms are reasonable and from a staff perspective does not feel that this agreement gives up programming control from the city and thinks Dr. Anna Marie is entitled to some different programming as the exhibit lays out. On the question of the local programming he thinks we just have a tough battle there of getting 14 cities and the county all lined up and moving forward.

Commissioner Hurley asked if we can put something in there making it very clear that we want to make sure Leesburg gets priority time over all the others, especially those who are not contributing financially.

Mayor Dennison stated we have got to inform them when there are additional events going on and not to just assume that everybody knows everything we are doing. In addition to that, we are not just picking up other counties and other cities if they pay a fee for this, that is where this 80/20 comes in; they are not getting this all for free. She asked if the county kicks in a big chunk of money, how is that divided in the 80/20 split.

CM Minner stated one of the items on the table is a potential contribution from the county to LakeFront TV. Right now to make that appropriate, and this goes back to the switch Comcast issue, if there is money going to come from the county he does not think that is a contractual 80/20 split; that is not a programming contribution. The whole creation of this TV production goes back to 2004 with Ron Stock and at that time it was

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digital communication service tax laws which allowed franchising and the City of Leesburg got the county acquiesce to using their ability to franchise us a channel and we did that to broadcast a city message outside our MSA. The county perspective then is okay, but instead of Leesburg taking up all of the county time outside its MSA, the city needs to cut them a break on that infrastructure, the fiber, so the city picked up the tab on those fiber costs and it was done through the switch. We have gotten back with Comcast, we are changing out the switch and if all that comes to fruition, which it will, then LakeFront TV and Lake Sumter TV will have access to their respective TV channels not just in Leesburg but throughout Lake County and outside Lake County via connections with Comcast, Bright House, Florida Cable, and then Dr. Anna Marie has also gotten Prism which takes us completely in another direction too. Having said that, with those three basics Comcast, Bright House, and Florida Cable there is a \$30,000 to \$35,000 cable ride which the county needs to pick up. CM Minner stated he has had discussions on this with the County Manager and frankly, this goes back to discussions when other broadcasters were in here arguing there was not a subsidy but there is a subsidy and the city is picking up that fiber cost, but it was a quid pro quo. Now that that issue is fixed, there is a fiber cost and we need to address it before we get a contribution, so in that respect if there is money coming from the county it needs to go to cover that fiber cost. Once that fiber cost is here, what he will be recommending to this Commission is that is a direct increase in the transfer from the Communications fund into the General fund. Then we will have "X" new dollars to play with and he thinks then the Commission needs to have a discussion on how that money is spent: 1) do nothing with the money and let it be a new revenue which absorbs existing costs with Lakefront TV; 2) have new monies to expand, for example our 2005 dinosaur server needs fixed; and 3) some other issues, like programming things, etc.

Commissioner Christian asked about the county tourism dollars.

CM Minner stated that is where their contribution would come from. They are using their tourism dollars now to pay a subsidy to the college to run Lake Sumter and then Mr. Heath is mixing and matching some general fund dollars from the county as well as some other tourism dollars to potentially pay their fiber bill to the city.

Commissioner Robuck stated Leesburgevents.com has all events in Leesburg so Dr. Anna Marie can check there to find them. He stated his biggest issue is that we are not competitively bidding this like we do everything else because then we could look at other options. For instance, for \$35,000 how much programming can we get from the county's TV station and then would have \$105,000 to play with. That is a real thing we could do, but because of the Commission's refusal to competitively bid a major item we cannot even hear options; we just get one option and that is it.

Mayor Dennison asked Commissioner Robuck if he has seen the quality between Lakefront TV and Lake Sumter TV; there is absolutely no comparison. Things are just run on loop.

Commissioner Robuck stated they do some good programming there as well, but we could have a discussion about these in a competitive bidding process. We cannot have that discussion right now because all we are doing here is voting on one person who came in without a competitive bid. He would say the same thing if talking about a fire truck or

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any service. He stated it is irresponsible stewardship of public funds by not competitively bidding so he will be against this now, but that is not to say he may vote to give her the contract one day in a competitive bid, because he thinks she does do good programming.

Commissioner Hurley stated he actually agrees with Commissioner Robuck and believe it or not in the last two years when all this happened he was saying exactly the same thing and pushed for this to go out to bid. The reason for his change is because prior to this Commission the station was at one time run by the city itself; city staff, and then we were left high and dry and Dr. Anna Marie stepped in and kind of pulled us out of the mud if you will and helped us out during that time period. He would not have a problem with making sure at the end of this contract that it goes out for bid and thinks Dr. Anna Marie would be fine with that too because that is in three years. So, at the end of this three years he thinks she needs to bid just like everybody else and he is glad we agreed to extend that one-year contract to a three-year contract because running a business is basically what she is doing and to try to do everything on a year, you are spending half your time just planning for the next one. Commissioner Hurley stated he agrees, but is just making the exception because of what got us to this point.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	No
Mayor Dennison	Yes

Four yeas, one nay, the Commission adopted the resolution.

ADOPTED RESOLUTION 9721 A LEASE AGREEMENT WITH DRJ LAND, LLC, FOR PROPERTY LOCATED WEST OF THE AIRPORT RUNWAY PROTECTION ZONE

Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH DRJ LAND, LLC, FOR PROPERTY LOCATED WEST OF THE AIRPORT RUNWAY PROTECTION ZONE; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Robuck stated while he is generally in favor of the lease and thinks it is a good deal for the city, he has some concerns. First, the CPI only adjusting every three

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years. He is okay with it not adjusting for the first three years, but thinks then it should just adjust by the two to five percent every year for the term of the lease. Second, they have a five year out clause, but the city does not. He thinks if they have one, the city should also have the same; either they do not get one or the city gets one too. He stated his biggest issue is that in their existing PUD they are not in compliance because they are parking cars out in front of the landscape. They had to install a landscape buffer and now park cars in front of the landscape, blocking the buffer which is very specifically stated in the PUD that they cannot do; it is a code enforcement issue. He would like to see similar landscape requirements and use requirements as in the existing PUD and of course like to see them come into compliance with the current PUD as well.

Commissioner Christian asked if this requires landscaping or just going to let them park on vacant property.

Planning and Zoning Manager (PZM) Dan Miller stated it would require some landscaping out front as a part of the development process and as he understands it they need to pave over some land to allow the parking there. Anything over, he believes it is 2,000 square feet, is going to require St Johns and is going to require a full site plan review by staff which would include some landscaping. Staff would recommend in this case to extend the landscape buffer as it exists all the way across.

Commissioner Christian asked if someone could address the parking of cars in front of the landscaping.

Chris Layton, General Manager, apologized for the miscommunication, not sure what happened, but they did have Code Enforcement officer come out to the dealership, looked at the property lines and they gave approval for them to park on the grass. He is not sure who is in charge of that department, or what the situation was but they came to the store with the property lines and showed it to us and they gave approval for that. The officer actually went out to the sidewalk, looked at where the cars were parked, compared it to the property line and she said there was no issue.

Commissioner Robuck stated the officer is probably not familiar with the specific landscape requirements of the PUD because it is more restrictive and says that the car parking cannot interfere with any of the landscaping requirements. He would say blocking landscape is against requirements.

PZM Miller stated he believes the property line in question is FDOT right of way and the question would become can we enforce that on the FDOT right of way as it is in the city. His answer would be yes, but would need to request that from the City Attorney.

CA Morrison stated he believes so, but would need to review the PUD documents.

Commissioner Christian asked if all the car dealerships do the same thing.

PZM Miller stated this does come up occasionally and believes if there is a change in management or something going on with the dealership where they want better visibility, they just move the cars out. Code Enforcement then goes out and tells them to move the cars back off the right of way because the city does not permit parking in the right of

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way. He stated staff will be glad to work with the City Attorney and Code Enforcement and if they are incorrect, will let the Commission know.

Commissioner Hurley stated if going to enforce it on one, then the city definitely needs to enforce it on all of them; not just Jenkins.

Commissioner Robuck agrees.

CM Minner stated the Code Enforcement department has not been going by the PUDs, they have been using the FDOT line and in some cases the car dealerships that were on or inside the FDOT line were told they need to get back behind the line. Here with Jenkins that FDOT line is a little narrower so from the street the eye is thinking okay the landscape is the boundary, but the boundary is out which allows them to get further up. The city probably erred in that because we should have been using the PUD. Staff will go back and double check to make sure the PUD really is the superior issue here and not the property line. He stated he does not want to make excuses for Code Enforcement, but it is a reasonable issue because they are going to be using typical property lines, which they do throughout the community, and then they are going to have to have the expertise to know when the PUD is going to supersede regular judgement.

Commissioner Hurley stated he thinks all the dealers would be understanding of what we are trying accomplish and would work with us if we reached out to them, but everyone needs to be on the same page.

Mayor Dennison asked about moving this resolution to the next meeting.

CM Minner stated staff would recommend the Commission still approve it and thinks the car parking issue can be worked on, but if the Commission wants to table and clear this up before approving, it is understood.

CA Morrison stated before tabling there is some clarification needed from the Commission on the other issues that Commissioner Robuck raised regarding the CPI issue and the termination clause.

CM Minner believes the CPI issue can be squared up this evening because essentially the CPI is how the Commission wants to structure the deal. He thinks there has been some overall misconception on what is a leasable value at the airport and the Commission has made it loud and clear that it wants city staff to seek maximum value on these parcels. We agree the 15 cents per square foot number is a reasonable value but we always leave out a word when talking; 15 cents per square foot is a reasonable leasing value for an air side parcel. If we have commercial value along the 441 corridor, then 15 cents is not a market value number and it really should be closer to 40 cents. So, going forward staff will really work to negotiate 15 cents and 40 cents. There may be parcels that do not have that commercial value for a couple things: 1) it is an irregular parcel, 2) it does not have much frontage property, and 3) it has some RPZ, runway protection zone issues. Getting this parcel to have a commercial structure like with our prime lease with Cracker Barrel, is going to be difficult because it is irregular and when you start building in that area it is going to have some issues with the RPZ that is going to dictate building height. So this one really works out because the Jenkins proposal does not put anything in that

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property that the FAA is going to have issue with and because of these issues it really cannot command a 40 cent value which would be a commercial lease value. Staff went round and round with these petitioners and Mr. Grizzard, their representative, on what the leasable value was on this particular project should be and held steadfast at the 15 cents number. He felt like this was an important bench mark because we are confusing matters with the aviation leases and wanted to get more money for the City of Leesburg. He knows Commissioner Robuck has been fighting for the annual, but the consensus of the Commission kind of has been it is okay with the bi-annual. We met, talked the proposal and ultimately got 15 cents and a 3-year increase on the CPI. He stated staff is satisfied that this is a reasonable lease value for the airport, it utilizes a questionable parcel and brings in some revenue to the airport in the neighborhood of \$30,000 a year that it did not have before.

Commissioner Robuck stated his concern is the current proposal if you take 15-year average CPI, at the end of year 15 the city is getting 13 cents a square foot in today's dollars.

Commissioner Robuck moved to amend the lease so that beginning in year three, the CPI is adjusted; the 2% floor, 5% cap, which is what is in the lease currently.

Commissioner Bone seconded the motion.

Mayor Dennison asked if the Commission can go ahead and pass the information tonight or would it like to wait for the PUD information.

Commissioner Robuck stated he does not have issue voting tonight.

Commissioner Hurley stated we cannot vote on it the way it is right now.

Tom Grizzard, realtor, thanked CM Minner for outlining their negotiations very well. He stated he is currently negotiating a sale of several triple net properties, Walgreens or CVS, big properties, national tenants and they typically run five year escalations. They start with CPI and increase every five years 10%, so you basically get 2% a year but get it at the end; that is pretty much all across the board. He stated in his experience the annual increases are for lessor tenants, lessor properties than what we are dealing with here. This is a triple net lease basically and he thinks going three years as opposed to one year is actually, if you look at projection of prime rate, the difference is going to minuscule at the end of term. He thinks in spirit of negotiation if you cut that back to every two years that will be more favor to the Commission.

Commissioner Robuck stated this is a lessor property which is why we are getting 15 cents a square foot; getting \$30,000 for a five acre highway frontage parcel. He would consider this to be a lessor property, cannot put a Walgreens there.

Mr. Grizzard stated there is no highway access to this property. He stated as to the option to quit the lease after five years as Commissioner Robuck mentioned if Jenkins has the city should get too, he does not think they could live with that so will just do away with the option to terminate after five years. They would still like to keep the every three year escalation.

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Commissioner Robuck stated every year that is what inflation does, it keeps our 15 cents and he feels the city is doing them a favor by leasing it to them so cheaply for 15 years. He thinks this is a great deal for them and knows there are other car dealers who are looking specifically for spaces to park cars right now because it has come across P&Z on other issues, so he does not think there would be trouble finding someone else to park cars there.

Commissioner Jay stated he does not want us to find someone else to park cars there when Jenkins is right there. No matter how the vote goes, he appreciates what Jenkins has done for our community, they win awards, and believe it or not they do sell a lot of cars. What they have built there is really top grade and he does not want to see Cecil Clark or others parking cars on the other side of Jenkins and driving through their backyard to get cars. On the other side of this too, the property they are currently looking at where they have a lease now, we have two companies on that property; Wipaire occupying the building, and Jenkins has the grounds for parking cars, so we are trying to move them across the street. They are actually doing the city a favor by moving over there and it is going to be beneficial for them. It is a lessor property so we still get the 15 cents, but we are also going to be able to move forward with the other piece of property they currently occupy with a commercial rate. He appreciates what they have agreed to, to help us and he is happy getting them across the highway and being able to free up the spot we have now to do something major with like a nice building that can be some major bucks.

Mayor Dennison stated quite frankly she thinks the deal made between Grizzard, the customer, and the staff is a pretty good one and would be in favor of leaving it as it is.

Commissioner Robuck stated he just wants to make sure we get 15 cents throughout the entire lease. He believes that in all leases, the city should not get less at the end than it got at the beginning and when you do not adjust the CPI that is what happens.

Tom Formanek, President/CEO and managing partner of the Jenkins Automotive group, stated they plan on paving the first two acres and have looked into the cost of clearing and paving that property and it is approximately \$200,000 per acre. They are going to improve the property by probably half a million dollars so at any point in time after they enter into this lease the property values should be worth a whole lot more and certainly in 15 years because of the improvements. He also stated that there is absolutely zero access to this property other than through their property and asked the Commission to keep this in mind when making its decision. He stated they will comply with the cars wherever they need to park them and certainly understand the value of having some landscaping in front of the dealership to make it look a lot better.

The roll call vote on the CPI amendment was:

Commissioner Bone	Yes
Commissioner Hurley	No
Commissioner Robuck	Yes
Commissioner Christian	No
Mayor Dennison	No

Two years, three nays, the Commission denied the amendment.

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Mayor Dennison asked for a motion on the original proposal.

Commissioner Christian asked about the five year out, if it is in the lease and CA Morrison stated yes, it is in there. Commissioner Christian asked if an amendment is needed to remove it and CA Morrison replied yes.

Commissioner Christian made motion to remove the five year out termination option and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the amendment.

Commissioner Robuck moved to amend for bi-annual CPI after the first three years, as they said they would agree to it, and Commissioner Hurley seconded the motion.

Leslie Johnson stated sitting on the front year he hears everything he usually does not hear in the back and is just curious about the alphabet soup. He asked what is the CPI.

CM Minner apologized about the alphabet soup. He stated CPI is the Consumer Price Index, RPZ is Runway Protection Zone, and PUD is Planned Unit Development.

The roll call vote on bi-annual CPI amendment was:

Commissioner Robuck	Yes
Commissioner Christian	No
Commissioner Bone	Yes
Commissioner Hurley	Yes
Mayor Dennison	No

Three yeas, two nays, the Commission adopted the amendment.

The roll call vote on the resolution as amended was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

**ADOPTED ORDINANCE 15-48 REZONING APPROXIMATELY 73 ACRES
GENERALLY LOCATED ON THE NORTH SIDE OF GRIFFIN ROAD AND
EAST OF CR 468 FOR LEESBURG FRUIT COMPANY (SOLAR FARM)**

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City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 73 ACRES GENERALLY LOCATED ON THE NORTH SIDE OF GRIFFIN ROAD, EAST OF COUNTY ROAD 468, LYING IN SECTIONS 16 AND 21, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY RP (RESIDENTIAL PROFESSIONAL), R-7 (MIXED RESIDENTIAL DISTRICT) AND A (AGRICULTURAL), TO CITY PUD (PLANNED UNIT DEVELOPMENT); AND PROVIDING AN EFFECTIVE DATE. (Leesburg Fruit Company Incorporated, William Cauthen, Trustee)

Commissioner Christian moved to adopt the ordinance and Commissioner Hurley seconded the motion.

Mayor Dennison requested comments from the Commission and audience.

Commissioner Robuck asked if all changes were made that Leesburg Concrete had requested.

Planning & Zoning Manager (PZM) Dan Miller stated yes, those have been added in the PUD with the buffer language under item #10; the underlined portions. There was a request by Mr. Lannie Thomas of Leesburg Concrete to amend the language to add a 25-foot buffer on the property adjacent to his existing industrial use. The language was changed to 25 opaque buffer, fence and berm shall be provided along the eastern boundary contiguous to Leesburg Concrete Company with a 10-foot buffer provided along the remainder of the eastern and western boundaries. So what you end up with is a 25-foot buffer on the southeast portion of the property that is adjacent to the existing Leesburg Concrete and then 10 feet around the rest of the property.

Commissioner Robuck stated he believes there was also a different name they wanted to use.

Attorney Archie Lowery, from Mt. Dora, stated that is correct; LST, LLC is the owner of the property. In addition, he believes at the last meeting they stated a 25-foot setback and buffer.

PZM Miller stated if there is a 25-foot buffer they cannot build within that buffer.

Attorney Lowery stated it is his understanding that the setback and buffer have different meanings which is why he is requesting the 25-foot setback which the applicant is agreeable. He also asked concerning the very last sentence, stating it says in the event the property is sold a 10-foot buffer shall be maintained but if 15 years from now someone comes in and makes an argument that we are talking about the 25-foot buffer it is now a 10-foot buffer. He would suggest a comma be inserted and however, so it coordinates with the sentence prior.

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Greg Beliveau with LPG suggested to just strike the last sentence. Attorney Lowery stated he is fine with that.

PZM Miller stated staff is also fine with that recommendation of striking the last sentence because the previous sentence will take care of it by the adjustment that was made with the 10 foot provided along the remainder of the property.

Mr. Beliveau stated it does not state that no buffer shall be required along the northern boundary as the property owners own the adjacent track.

Commissioner Bone asked if would it not still be needed otherwise you have not addressed the situation if they sell either one of those pieces; still have to have that there will be a 10-foot buffer if the either property is sold.

CA Morrison agreed.

Attorney Lowery stated he just does not want it to be confused with the 25-foot buffer that we have that it will be going to a ten foot in any event, sold or not sold. He does not want someone coming in and arguing well that 25 is now 10 because that is not the intent; that is not what they want. If the property is sold you want a 10-foot buffer on what?

PZM Miller replied the north side.

CA Morrison stated there are two issues; one you are saying there is no buffer on the north side and then you have to provide for a buffer to spring into being if that property is sold north of it, so he thinks both sentences are needed.

Attorney Lowery stated but the sentence standing by itself is just out there at the end of the paragraph where you have a couple buffers. You say in the event the property is sold 10-foot buffer shall be maintained.

CA Morrison stated but if you take that sentence out you never have a buffer on the north side; that is what creates the buffer when the property is sold. If you take it out, then you never had one.

Attorney Lowery stated he is not for taking it out, he is just for clarification; it cannot be applied to the 25 foot.

CA Morrison stated then it needs to be reworded.

The parties stepped out of the room to work on agreeable wording.

Commissioner Bone stated since we are talking about common ownership of both properties, the way this is worded is that if this piece of property was sold then the 10-foot buffer would have to be done. He would suggest as well that if the other piece is sold, then the 10-foot buffer would need to be put in then too. Otherwise they would be able to sell off the other piece and then there would be no buffer on that northern side.

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Mr. Beliveau stated they will make sure the other property in Fruitland Park also has that same language. He also stated they did work out the issue on the residential; that is now gone, it is a moot point.

Dr. Holloway stated they have owned this property for 65 years and have never asked for any kind of zoning change. They do not intend to sell it, they are simply wanting to build a solar farm because they believe alternative energy sources are coming and are on a waive right now and he believes they are going to continue. By developing this solar farm, they do not only as it as a benefit to them, but also to the city and he believes that it will be a tremendous boost to Leesburg. They had a study done last year at UF and it was amazing what these kids came up with; they had a brilliant idea of PR for the city and the county, to make it more effective than he ever thought of. They started this venture about two or three years ago, when he first really became aware that solar was at least feasible to some degree and it has become more and more economical to install. It is now less problematic and less expensive to provide a solar farm for energy than it is to build a gas power, coal being out of the question now. So it is not necessarily inexpensive to the point that it equals gas right now because your plants already exist, but anything in the future now solar will supersede that; there is no pollution, that is the beauty of it all. The set backs are sort of moot because we would not want to put panels right next to the line because you have to have shade from the trees that are already there out of the picture; you have to have the panels far enough away that you do not have that. He stated in Florida you cannot do solar and sell it anybody other than an energy company and we are one of the four or five states in the country where that is the case. What they are doing now is working with the existing energy companies, trying to arrange so that there will be a market for this at a price that they can afford to justify a 20 to 25-year lease and that they can afford to do at very little cost to their customers.

Leslie Scales Holloway stated she is a one third owner of a thriving business here in Leesburg and loves this town and wants to see it thrive. She wants to see this happen. Her background is basically as an educator and her long range goal is that they would have an education center on the property at which people could come, young children up through adults, to learn about solar energy and its benefits. There is a lot of important research being done now at the university level and above on solar storage but you know you tend to need to start at the bottom and want children to understand how do we have clean air and how do we avoid polluting the air.

Dr. Holloway stated this will be the first time in Florida this has ever been done where a private group of land owners are creating something that can be economically feasible and sell it into the system. Hopefully this will open up and they would be the first to do it; the idea of this particular way of approaching alternative energy sources here in Florida.

Commissioner Hurley asked how much energy could be produced out there.

Dr. Holloway stated they are tentative, do not know the answer yet because the off takers, that is what the utilities are called, have to agree to a price that everybody is happy with. It is between 10 and 30 million watts and that is enough to supply, depending on the size of a house, about three or four thousand homes or something of that sort. This particular endeavor involves primarily, at this point, the Florida

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Municipal Power Agency, which is the agency serving Leesburg and there is encouraging news that this may happen. He stated they are going to continue to ask for it and see if they cannot make it work. It is a long road yet and there are no guarantees, but without trying he knows it will not work.

PZM Miller stated staff would like to thank Dr. and Mrs. Holloway for everything they have done. This is a truly unique opportunity for the city in terms of using solar energy; they selected Leesburg, they wanted to stay home and create the jobs, create that energy right here, so we have been strongly in support of this since they came in.

Senior Planner (SP) Kandi Harper stated Item #10 A, Landscaping and Buffer Requirements will read as: A twenty-five (25) foot buffer shall be provided along Griffin Road. A twenty-five (25) foot building set back and opaque buffer, fence and berm shall be provided along the eastern boundary contiguous to properties owned by LST, LLC and a ten (10) foot buffer shall be provided along the remainder of the eastern boundary and western property boundary. No buffer shall be required along the northern boundary as the property owner owns the adjacent parcel which will also be utilized as a solar farm; however, in the event the property is sold a ten (10) foot buffer shall be maintained along the northern property line.

PZM Miller stated all parties are in agreeance with the wording.

Commissioner Robuck moved to amend item #10 A as reworded and Commissioner Christian seconded the motion.

The roll call vote on the amendment was:

Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the amendment.

Lanny Thomas, owner of the LST, LLC and operator of Leesburg Concrete, thanked everyone involved for their cooperation and agreement in this matter.

The roll call vote on ordinance as amended was:

Commissioner Hurley	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 15-49 AMENDING THE BASE YEAR OF THE US HIGHWAY 441/27 COMMUNITY REDEVELOPMENT AGENCY TO YEAR 2014 AND APPROVING THE TRUST FUND

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City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF PROVISIONS PERTAINING TO THE COMMUNITY REDEVELOPMENT TRUST FUND FOR THE COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA; AMENDING THE BASE YEAR FOR APPROPRIATIONS TO THE REDEVELOPMENT TRUST FUND TO THE YEAR 2014; PROVIDING FOR THE DESIGNATION OF THE COMMUNITY REDEVELOPMENT TRUST FUND AS THE RECIPIENT OF FUNDS PURSUANT TO SECTION 163.387, FLORIDA STATUTES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the ordinance and Commissioner Bone seconded the motion.

Mayor Dennison requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the ordinance.

ADOPTED RESOLUTION 9722 AUTHORIZING CARVER HEIGHTS CRA CAPITAL IMPROVEMENT PROJECT - "OUTREACH CENTER"

Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THAT THE CARVER HEIGHTS COMMUNITY REDEVELOPMENT AGENCY SHALL ALLOCATE FOR A CAPITAL IMPROVEMENT PROJECT TITLED "CARVER HEIGHTS OUTREACH CENTER" AND AUTHORIZE THE CITY MANAGER TO BEGIN SEEKING DESIGN AND PROFESSIONAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

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Commissioner Robuck asked if this will exhaust most of the CRA's resources.

CM Minner stated most likely it is going to be about ninety percent. There is roughly about \$160,000 revenue and staff has two or three really good leads on how to go with financing and those numbers could run somewhere in the 90 to 100 thousand dollar a year ballpark. There will be a little bit of money afterwards which could take care of some other existing projects. This is pretty similar to the action taken on Main Street.

Commissioner Christian asked if the name could be changed instead of Carver Heights Outreach Center to make it West Leesburg Neighborhood Center. He thinks this encompasses just more than Carver Heights, it encompasses the whole west Leesburg.

Mayor Dennison agrees and stated that is a request Mrs. Berry made long ago.

Commissioner Hurley stated he was out when the Commission spoke about this and he understands it is patterned after St. Pete. He asked Commissioner Christian for a little insight and whether he support this.

Commissioner Christian stated supports this one hundred percent. He thinks the neighborhood center is a place where people can come to create services within the community. People can access services, recruit other non-profits to come, not the city of Leesburg per say doing all these programs. He has seen other cities do it and it works well; Atlanta has very successful one. He thinks the community feels like this would be a good opportunity to make Leesburg a place where instead of driving to Eustis Lake Tech, bring these programs closer to the community; allow Leesburg residents to access services closer to home as opposed to driving outside the city.

Commissioner Hurley asked if building a community center like this and using the funds for the next 25 years is a better option as opposed to using some of the structures we have now for something like that and then have the money for purchasing additional properties and fixing stuff in that regard.

Commissioner Christian stated we have some partners in Lake County, and he emailed Cheryl, the community redevelopment person, on December 1 and she had this project on her radar and said in FY 15-16 she put aside \$365,000 for this project. He thinks the City Manager gave the worst case scenario, but in reality with the county, this project will probably be built much cheaper. He thinks the community is very comfortable with us moving the project forward and with help from the county we may not be exhausting all the CRA's money.

Commissioner Hurley stated he does not have a problem supporting this project, but just does not want to not have any money for 25 years to keep doing the things we are doing.

Commissioner Christian stated the City Manager has talked about other financial options that may go down to 10 years, so he thinks once we get the green light, once we tell staff do it, he thinks we will be amazed at what kind of grant funding and other opportunities come up.

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CM Minner stated essentially we are trying to get to the design phase to identify exactly what is going up, what the exact cost will be, and ultimately the location. He wants to say you can pay for it, but then there will be the finer points as those final costs get worked out and then we can look at the different financial sources. What was provided was the worst case scenario. He thinks this project has tremendous impact, is well within the CRA's grasp and will be helpful for the CRA.

Commissioner Robuck stated we need to make sure we get a lot of community involvement. He suggested maybe the TV station could do an episode about what is being planned and make sure people are involved in the design criteria and everything so they get that buy in feeling and don't just say all of a sudden something is built, why was it done this way.

Agnes Berry asked the Commission before it votes, to please take a few seconds and think how badly this neighborhood resource center is needed. She stated they have been trying to find something, someplace for over 18 years. She has lived here over 60 something years and has been looking and trying to get something like this going. They need office space, a place to have their monthly meetings, and the church has been very nice to them, but they need space for a youth computer lab and a teenage center. There are so many needs and this sounds like their best opportunity, so please before you vote think about it and maybe even pray over it if necessary but consider letting them go ahead with it. She stated they would be so happy and so grateful if the Commission would let them leave knowing you are definitely going vote yes and that this project can go forward.

Connie Rogers stated she believes this is going to allow some economic opportunities to come into the neighborhood as a whole. They have several people who would really stand to be impacted in a positive way by this center, so please let's do this for Leesburg.

Leslie Johnson stated Mrs. Berry, along with her husband, was the one who sort of took the initiative to get something going in our community. People had problems back then with women in leadership and he can remember some of the men in the neighborhood say they would not participate in this movement because a lady was in charge. Mrs. Berry overcame that and is really dedicated.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

INFORMATIONAL REPORTS: None

CITY ATTORNEY ITEMS: None

CITY MANAGER ITEMS: None

PUBLIC COMMENTS: None

ROLL CALL:

Commissioner Robuck stated the city of Mt. Dora has been in the news a lot about their Commission meetings and just reading the story, he just thinks how fortunate we are. This Commission puts up with his amendments and even when we disagree, does not resort to personal attacks. He thinks that is nice to see and knows it is not like that everywhere.

Commissioner Christian thanked the commission for its support of the west Leesburg neighborhood center, stating it has been a long time coming and he thinks it will be a big impact to the entire city; not just this neighborhood. He also commended staff for working hard to put this project together. He would like to make sure we take pride and ownership in everything we do as it makes our city better. As Commissioner Robuck mentioned about Mt. Dora, he thinks Leesburg does things that other cities just cannot or refuse to do. He is very proud of our city because we are a very diverse city and tackle things head on. Commissioner Christian stated he spoke with the City Manager about the THAT Company because he saw where they are moving to a new location and asked if the city is losing money as they are a big revenue producer for the airport. **CM Minner** stated even though we had the THAT Company move, the airport revenue is roughly \$190,000 and of that about \$75,000 was THAT Company. The THAT company was out but because of the modifications in the direction the Commission has provided, we are about \$10,000 in the black. Now we could be \$80,000 but even with THAT Company out, we are still hanging pretty tight which is a good thing.

Commissioner Bone stated he enjoyed the parade this past Saturday evening, it was very nice. The CDC is having its First Annual Gala Thursday night at 7:00 p.m. at the Community Building, social hour at 6:00, and tickets are still available. He stated he will be present and is looking forward to it.

Commissioner Hurley gave a big thank you to the Partnership for all the work on the Christmas parade; it again was fantastic again. Also, last night the Boat Club did a fantastic job with the boat parade through Venetian Gardens. This is the kind of stuff that really makes a difference in our community and brings up the quality of life. He stated he is having surgery tomorrow morning on his neck, so will be out again for the next several weeks. He stated he has spoken several times to the City Manager and would like to bring it to the Commission for more discussion on if someone is wanting to put in a bid, who in the city do they deal with if they want to sell us products. **CM Minner** stated it is Mike Thornton in Purchasing. **Commissioner Hurley** asked if he would please look up Lake Tire and Auto and contact Ralph Smith. Mr. Smith has been in constant contact with him saying he keeps getting in touch with whoever Bill is, but can never get a response back from him. This is not some company out of state, these are local people who want to know why Leesburg will not even give them the courtesy of a return phone call or response to an e-mail. **Deputy Director Public Works (DDPW) Darel Craine** stated he has been in contact with Mr. Smith and the city actually just purchased a dozen tires from him. He stated in fact it was Mr. Smith who delivered the tires. **Commissioner Hurley** stated he keeps getting complaints about the Marina and the Marina is something that really does have an impact and it represents how people feel

about our city because a lot of people put their boats in Mt. Dora, Tavares, and Eustis but they still come to Leesburg and then when they get here they are getting horrible service. The person today said they walked into the Marina and there were two city employees back in an office so they stood there, walked around, looked around, and they made noise until they finally got frustrated and left. They were never even addressed by our employees with I am busy, be right with you, nothing, so they just left. This looks bad when people come to visit. We are trying to fix our appearance, but it has got to be on the inside too not just the outside. If you go to any of the other marinas to get gas, someone comes out hands you the pump and you stand on your boat, pump your gas and then walk inside to pay. Here it is makes 10 trips inside, tell them to turn the pump on, go back out, pump gas, go back in and climb on and off your boat. He is sure this is a staffing issue because at some point you would have to have someone out there or have to hire someone to staff it that is able to go out there and actually take care of it. Commissioner Hurley stated he has brought this to the table several times and it is starting to get old. We need to do whatever it takes to correct the problem at the Marina. **CM Minner** stated those complaints have reached his office as well and he has had a couple conversations with Recreation Director (RD) Travis Rima about that issue. We have made a couple of staffing changes and will continue to monitor that on the service levels and some of the other issues. The Commission has talked about this and has given staff direction to look at the potential privatizing of the Marina. There was also discussion about bringing a commercial entity in and staff has been working on an RFP that solicits a private partnership. He stated it is his hope to have that draft RFP to the Commission for review sometime in January. **Commissioner Hurley** also asked that staff look into the possibility of extending the hours as many people put in their boats in the afternoon and go to get gas but we are closed at 5:00 p.m. He also thinks our rates are still extremely low, we have 100% capacity with a waiting list and yet boats are in there that have not been moved out of a slip in 15 years, so that probably should also be revisited. He stated he appreciates what the City Manager is doing on this issue. **Commissioner Christian** asked if a new pump was recently installed at the Marina and **DDPW Craine** replied it was about two years ago. **Commissioner Christian** asked if a debit or credit card swipe machine could be installed for automatic access, but stated he did not know about any DEP concerns. **CM Minner** stated DEP is going to govern how the gas is getting out there; not how it is paid for. **Commissioner Robuck** stated he does not think he has ever been to a marina where you could do self-service gas. **CM Minner** stated staff will look into it.

Mayor Dennison stated last night they turned on the lights at Venetian Gardens for the holiday season and they look great. She thanked staff for all their work and encouraged everyone to go out and see the lights. **Mayor Dennison** brought up a very serious issue and this comes from a resident of Leesburg letting us know about bullying in the schools that is going on. This lady is going to the legislative delegation on December 9th to talk on this subject and try to improve the laws regarding bullying and the accountability for principals and school boards on under reporting. Mayor Dennison read from the letter: "I know this is going on because my situation is just one example here in Leesburg. So far no one wants to be responsible for change except for me. Department of Education sent me back locally and my school board member is less than interested in addressing this. So who is truly accountable and responsible for implementing programs that work? If so, the principal who is charged with bringing down the numbers of these events is a clear conflict of interest. What I would like to see here is for someone to take charge and

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create an anti-bullying task force that is in charge of looking at the reports and implementing support in the school and the parents. Currently there are other parents going through this same issue, just withdrawing their students from school and putting them in other schools, that is not the answer". Mayor Dennison stated she spoke to a board of education member last night and was told the bullies really are the responsibility of the parents and if the parents are not doing anything about it, what are they supposed to do. Her response to that was it is your responsibility to make sure there is a safe school system, that if the parents are not keeping the kids from bullying and teaching them the proper way, you still have got to keep our other students safe. So in response to this, as a city, we really feel that the bullying in our Leesburg is an extremely important issue. We as local officials can only bring these things out and can attempt to talk to the board of education members and the principal and the persons involved, but we do not govern the school system. However, that being said with the permission of the Commission what she would like to do is issue a Resolution to support more action from the school board on this issue and if the Commission agrees have staff draft the resolution and have it before the Commission at its December 14th meeting, and then upon passage, submit this resolution to the Board of Education. She stated she has also spoken with Sandi Moore, from the Chamber of Commerce, who runs an education forum with all the principals in Leesburg, about this and is perfectly willing to speak with the principal, with the Chamber, with the Board of Education members, and the parent who is bringing this up to our attention. As Mayor of Leesburg, the Commission passed a non-discrimination clause and have had a lot of discussion on that and we are trying to improve our schools but we cannot improve our schools if bullying is still going on. We are going to address the issue and try everything we can but in the meantime, she would like the Commission to give the okay to go ahead and put together a resolution. All Commissioners were in agreement.

ADJOURN:

Commissioner Christian moved to adjourn the meeting. The meeting adjourned at 7:10 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder



AGENDA MEMORANDUM

Item No: 5.B.1.

Meeting Date: March 14, 2016

From: DC Maudlin, Public Works Director

Subject: Purchase of a high top cargo van to be assigned to the Communications Utility and used as a fiber splicing vehicle.

Staff Recommendation:

Staff recommends award of Invitation to Bid 160201 and approval of the purchase to Don Reid Ford for an amount of \$29,489.00.

Analysis:

The purpose of this purchase is to replace an existing piece of equipment the Communications Utility uses in the field to splice fiber optic cable. The vehicle being replaced is unit number 17 a 1997 Ford Ambulance. The vehicle has 243,049 miles and was 'donated' to the City in February 2006 by Lake County EMS. Last year the vehicle scored 48 points in fleet's annual vehicle assessment. A score of 39 or higher is recommended for a vehicle to be considered for replacement.

The Communications Utility Manager states the current vehicle has experienced mechanical failures; the truck stops running for no reason at any time. The Communications Manager has instructed his staff to not drive the vehicle as it presents a safety risk.

The vehicle requesting to be approved is a Ford Transit Van 3500 with a high top roof and extended body. The Fleet Division will add the necessary accessories to the van such as a generator, air conditioner, work benches and cabinetry. The Communications Utility will then use the van in the field to do on-site splicing of fiber optic cable.

New Vehicle Information:

2016 Ford Transit HR 3500 Cargo Van (Model W3X)

Color: White

Engine/Trans: 3.7L V6 / 6-spd Auto

Trailer Tow Package

High Top Roof and Extended Body

Warranty - Bumper-to-Bumper: 3-years or 35,000 miles | Powertrain: 5-years or 60,000 miles

Procurement Analysis:

The Purchasing Division issued Invitation to Bid (ITB) 160201 on February 5, 2016. On February 23rd the City received three (3) sealed responses. A review of the responses caused the bid from Reed Nissan to be disqualified as their van did not have the required extended body. The dealer confirmed their van did not meet the requirement for an extended body.

Summary of Bids

Vendor Name	Location	Bid Amount
Don Reid Ford	Maitland, FL	\$29,489.00
Gary Yoemans Ford Lincoln	Daytona, FL	\$33,257.50
Reed Nissan	Clermont, FL	Not Eligible for Award

The Purchasing Division deems Don Reid Ford as responsive and responsible, and submitting the lowest bid. Staff recommend award of the bid to Don Reid Ford. The City's Local Vendor Preference policy was not a factor as none of the responsive vendors qualified.

The Purchasing Division directly notified and in some cases hand delivered bid packages to local Ford and Dodge dealers but did not receive a response from any local dealers.

Options:

1. Award the bid and approve the purchase to Don Reid Ford for a cost of \$29,489.00; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funds are budgeted and available for this purchase. There is \$50,000 budgeted. The difference between the purchase price (\$20,511) and budget amount will be used to add additional accessories and equipment to the vehicle to accommodate its intended use.

Submission Date and Time: 3/9/2016 4:03 PM

Department: <u>Public Works - Fleet</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> Revised 6/10/04	Reviewed by: Dept. Head <u>dcm</u> Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>510-5199-519.64-13</u> Project No. <u>FLEET</u> WF No. <u>WF0997332 / 001</u> Req. No. <u>47883</u> Budget <u>\$50,000.00</u> Available <u>\$50,000.00</u>
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FINAL BID TABULATION
ITB 160201 - High Top Cargo Van

		Don Reid Ford	Terry Taylor Ford Co., Inc. d/b/a Gary Yeomans Ford Lincoln	APR Automotive, Inc d/b/a Reed Nissan Clermont
		Maitland, FL	Daytona Beach, FL	Clermont, FL
1.0	High Top Cargo Van			
	Manufacturer:	Ford	Ford	Nissan
	Model:	Transit	Transit HR	NV3500HR
	Model Year:	2016	2016	2016
	Calendar Days Delivery After Receipt of Order (ARO):	90-120	120-160	1
	Warranty Details:	Yes	Yes	Yes
Lump Sum Base Bid Price		\$29,489.00	\$33,257.50	\$25,999.00
Local Vendor Preference Adjusted:		\$29,489.00	\$33,257.50	NA - Non-Responsive
SEALED BID REVIEW SUMMARY				
BIDDER DETERMINED RESPONSIVE		Yes	Yes	NO¹
BIDDER DETERMINED RESPONSIBLE		Yes	Yes	Yes
FEI/EIN Number		59-1089464	59-1089464	47-2854941
State of Florida Registration		Not Provided	Not Provided	VF/ 10876181/ 1
Bidders Certification		Yes	Yes	Yes
Exceptions		No	No	No
Addendum Acknowledgement		No	No	Yes
Local Vendor Preference		No	No	Tier II
Signature		Yes	Yes	Yes
Schedule of Bid Items		Yes	Yes	Yes
Warranty Information		Bumper-to-Bumper 3-yr / 35k miles Powertrain 5-yr / 60k miles	Bumper-to-Bumper 3-yr / 35k miles Powertrain 5-yr / 60k miles Roadside Assist 5-yr/ 60k miles	Bumper-to-Bumper 5-yr / 100k Powertrain 5-yr / 100k Corrosion 5-yr / Unlimited Safety Restraint 10-yr / Unlimited Miles Roadside Assist 3-yr/36k miles

Note 1: Vendor bid a vehicle that did not meet the minimum specifications. Their bid is deemed non-responsive.

This Final Bid Tabulation has been reviewed and approved by:



Mike Thornton, CPPO
Purchasing Manager



AGENDA MEMORANDUM

Item No: 5.B.2.

Meeting Date: March 14, 2016

From: Michael Rankin, Deputy City Manager

Subject: Approval of an expenditure for demolition services under a previously awarded contract.

Staff Recommendation:

Staff recommends approval of an expenditure amount not to exceed \$115,450.00 for demolition services under a previously awarded demolition services contracts.

Analysis:

Staff is requesting approval of the not to exceed amount for the demolition of structures or homes that are typically privately owned. The homes are unoccupied and have been identified as a blight to the community and a potential threat to public safety concern. Homes that have been vacant for an extended period of time can contribute to squatters living in them and other illegal activities.

The Housing Division has identified and obtained owner approval for demolition of the 10 structures listed here.

1020 Nebraska St	112 Mills St
1010 Georgia Ave	1012 Baker Street
1303 Crosby St (3 SRF)	1201 Nebraska St
1107 E. Magnolia St	1011 Stinson St
1207 Nebraska Ave	1205 Nebraska St

As other structures are identified the Housing Division will seek to obtain owner approval for demolition and if granted move forward with the demolition. This approval would authorize the Housing Division to spend up to the not to exceed amount, which is budgeted, for the demolition of qualifying structures as they are identified.

Homes acquired by the City through Code Enforcement actions could also be demolished if deemed necessary under this approval using the awarded contracts.

Procurement Analysis:

On December 7, 2015 the City Commission approved resolutions 9715 and 9716 with WHM Foundation and Stabilization and Cross Environmental Services respectively. Expenditure of these funds would be made using one of the competitively awarded fixed unit price contracts.

Options:

1. Approve the not to exceed expenditure amount; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funds in the amount of \$100,000 are budgeted in the 2016 Fiscal Year. A roll over of \$15,450 from Fiscal Year 2015 was approved by Commission. This results in total funds available for demolition of \$115,450.

Submission Date and Time: 3/9/2016 4:03 PM

Department: <u>Mike Thornton</u> Prepared by: <u>Purchasing Manager</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. <u>001-6254-554.34-10</u> Project No. _____ WF No. _____ Req. No. <u>NA - PCard</u> Budget _____ Available _____
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AGENDA MEMORANDUM

Item No: 5.B.3.

Meeting Date: March 14, 2016

From: DC Maudlin, Public Works Director

Subject: Purchase request by Public Works Water Division for the installation of new pump equipment.

Staff Recommendation:

Staff recommends approval of this purchase request to Rowe Drilling Company for \$22,890.00. This in addition to the \$8,520.00 purchase order already issued to the vendor to remove and inspect the pump equipment at well number 15.

Analysis:

On November 24, 2015 Purchasing issued a purchase order to Rowe Drilling Company for \$8,520.00 to remove and inspect the pump equipment at well number 15. The price also included reinstallation of the equipment following the inspection and repairs. The vendor has completed their inspection; the results are detailed in the attached report and cost estimate.

The original purchase order combined with this estimate places the total repair cost at \$31,410.00 and will require Commission approval in accordance with City purchasing policy.

Options:

1. Approve the purchase request to Rowe Drilling Company for an additional amount of \$22,890.00 or a total amount of \$31,410.00; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Finance has verified funds are available for this repair.

Submission Date and Time: 3/9/2016 4:03 PM

Department: <u>Public Works</u> Prepared by: <u>Mike Thornton</u> Attachments: <u>Yes</u> <u>No</u> Advertised: <u>Not Required</u> Dates: _____ Attorney Review : <u>Yes</u> <u>No</u> Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>043-3099-533.62-10</u> Project No. <u>430006</u> WF No. <u>WF1010156 / 001</u> Req. No. <u>48099</u> Budget _____ Available <u>\$31,410.00</u>
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ROWE DRILLING COMPANY

Water Wells, Pumps, Sales & Service Since 1946

TALLAHASSEE ◊ SAVANNAH ◊ LAKE LAND

January 26, 2016

Ms. Helga Bundy
Lead Operator, Water Treatment
City of Leesburg Florida

RE: Well #15

Dear Ms. Bundy:

Rowe Drilling Company (RDC) removed the pumping equipment from the referenced well and delivered the pumping equipment to a factory service center and the electric motor to a US Electric Motor repair facility for inspection and recommendations for repair. For your viewing, photographs of the old pumping equipment are attached to this letter.

The photographs show the condition of the pumping equipment. The shafts are worn, pitted and scored, the retainers and inserts are an obsolete design and a different thickness than modern day retainers, the column pipe faces are eaten away, thin and pitted and the pipe interior and exterior are in poor condition. The pump is not worth repairing as evidenced in the photographs.

Installation of the pumping equipment was included in our quote to pull and inspect the equipment. Our equipment recommendations for repairs follow:

- Replace old bowl assembly with new AMP 16MC-2 Stage pump
- Replace all 12" water lube column assembly
- Replace all 1.5" lineshaft
- Replace all retainers & inserts
- Replace 12" suction pipe
- Replace 12" cone strainer
- Rebuild packing box container
- Replace Motor Drive Shaft
- Sandblast and paint discharge head (Tnemec NSF Approved products)

The repair costs for these recommended items are listed in detail on the attachment. If you have any questions, please do not hesitate to contact us.

Sincerely,

ROWE DRILLING COMPANY, Inc.

Tom Salter

Thomas Salter
General Manager

P.O. Drawer 1389 ◊ Tallahassee, Florida 32302

7584 W. Tennessee Street ◊ Tallahassee, Florida 32304 ◊ 850-576-1271 Phone ◊ 850-575-6636 Fax

WWW.ROWEDRILLING.COM



ROWE DRILLING COMPANY, INC.
 7584 W. TENNESSEE ST., P.O. DRAWER 1389
 TALLAHASSEE, FLORIDA 32302
 (850) 576-1271 Phone
 (850) 575-6636 Fax

CUSTOMER COPY
QUOTE

QUOTE No: 01262016-R0-3

DATE: January 26, 2016

CUSTOMER:

City of Leesburg
 Public Works Office
 550 S. 14th Street
 Leesburg, Florida 34748

SHIP TO:

City of Leesburg
 Well No. 15

DELIVERY DATE	SHIP VIA	TERMS		
TBD	RDC	NET 30		
DESCRIPTION		QTY	PRICE	EXTENSION
Rowe Drilling Company proposes to furnish the following materials and services to repair the referenced pump:				
• AMP 16MC-2 Stage, 12 x 12 WL Pump Bowl, dynamically balanced impellers, SS Collets & SS Bowl Hardware (2,100 GPM @ 75' TDH / 2,500 GPM @ 55' TDH, 1180 RPM)		1		
• 12" x 9'11-1/4" T&C WL Column Pipe		2		
• 12" x 4'11-1/4" T&C WL Column Pipe		1		
• 12" x 12' TBE Suction Pipe		1		
• 12" Galvanized Cone Strainer		1		
• 1.5" X 3.5" X 10TPI 416SS Shaft Couplings		4		
• 2" x 1.5" R3 Insert		5		
• Rebuild Packing Box		1		
• 1.5" X 60" X 10TPI 416SS Line Shaft		2		
• 1.5" X 120" X 10TPI 416SS Line Shaft		2		
• 1.5" x 46.5" 416SS Motor Shaft w/key and adjusting nut		1		
• Sandblast & Epoxy Discharge Head		1		
➤ TOTAL MATERIALS				\$22,890.00
Please sign to accept quote. Signature: _____ Title: _____ Print Name: _____		SUBTOTAL		\$22,890.00
		SALES TAX	%	Exempt
		DELIVERY		NA
		QUOTE TOTAL		\$22,890.00

Form: QTE-022113

P.O. DRAWER 1389
 TALLAHASSEE, FL 32302
 850-576-1271

P.O. DRAWER 2526
 SAVANNAH, GA 31402
 912-965-0351

2715 PARKWAY STREET
 LAKELAND, FL 33811
 863-984-3100









AGENDA MEMORANDUM

Item No: 5.C.1.
Meeting Date: March 14, 2016
From: Michael Rankin, Deputy City Manager/Economic & Community Services
Subject: Majestic Oak Shores Replat Two

Staff Recommendation:

Staff recommends the approval of Majestic Oak Shores Replat Two.

Analysis:

The replat of Majestic Oak Shores is combining Lots 1 thru 3 of Majestic Oak Shores Partial Replat as recorded in Plat Book 63, Pages 62 and 63, in the Public Records of Lake County, to create two larger lots. No utilities, rights of way or other public places are affected by this replat.

Options:

1. Accept and approved Majestic Oak Shores Replat Two; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

None

Submission Date and Time: 3/9/2016 4:03 PM

Department: Community Development Prepared by: <u>Adrian Parker</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u> </u> Not Required <u> </u> Dates: <u> </u> Attorney Review: Yes <u> </u> No <u>X</u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u>MWR</u> Submitted by: City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA ACCEPTING AND APPROVING A RE-PLAT OF MAJESTIC OAKS SHORES PARTIAL REPLAT, PLAT BOOK 63, PAGES 62 AND 63 AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THIS RE-PLAT TITLED "MAJESTIC OAK SHORES REPLAT TWO" IS GENERALLY LOCATED IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 24 EAST; AND ACCEPTING AND DEDICATING ANY EASEMENTS OR PUBLIC PLACES SHOWN THEREON AS BEING DEDICATED TO THE PUBLIC; AND PROVIDING AND EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the replat of the following described land, which is names "Majestic Oak Shores Replat Two", is hereby approved and accepted by the City of Leesburg, Florida:

THAT a portion of Section 24, Township 19 South, Range 24 East, Lake County, Florida described as follows:

(See attached Exhibit A)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of March 2016.

Mayor

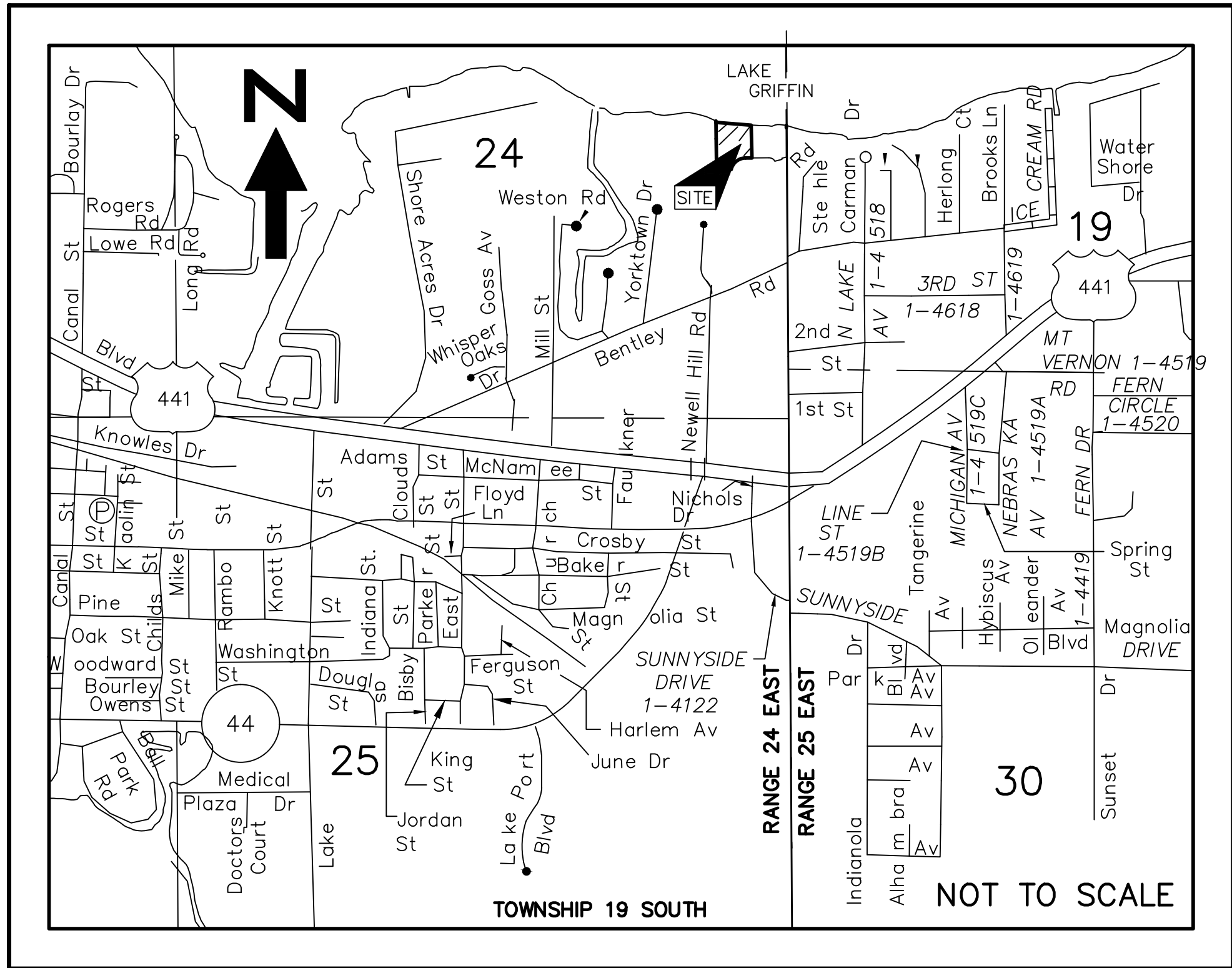
ATTEST:

City Clerk

MAJESTIC OAKS SHORES PARTIAL REPLAT TWO

A REPLAT OF LOTS 1 THROUGH 3 INCLUSIVE IN MAJESTIC OAKS SHORES PARTIAL REPLAT IN THE CITY OF LEESBURG IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 63, PAGES 62 AND 63, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

VICINITY MAP



DESCRIPTION

LOTS 1, 2 AND 3, MAJESTIC OAKS SHORES PARTIAL REPLAT IN THE CITY OF LEESBURG, FLORIDA ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 63, PAGES 62 AND 63, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OAK SHORES ROAD (TRACT "A") AND THE NORTHERLY BOUNDARY OF LOT 28 OF MAJESTIC OAKS SHORES, A SUBDIVISION IN THE CITY OF LEESBURG, FLORIDA ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 53, PAGES 53 AND 54, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT OF BEGINNING BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 133.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 76°15'58" WEST, SAID POINT OF BEGINNING ALSO BEING THE NORTHEAST CORNER OF LOT 28 OF SAID PLAT OF MAJESTIC OAKS SHORES, THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OAK SHORES ROAD (TRACT "A") AND ARC OF CURVE THROUGH A CENTRAL ANGLE OF 75°51'47" AN ARC DISTANCE OF 176.10 FEET, CHORD BEARING AND DISTANCE OF N51°39'55"E, 163.52 FEET TO THE POINT OF TANGENCY ON THE NORTHERLY RIGHT OF WAY LINE OF OAK SHORES ROAD (TRACT "A"): THENCE NORTH 89°35'49" EAST 55.59 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF OAK SHORES ROAD (TRACT "A") TO THE SOUTHEAST CORNER OF LOT 3 OF SAID MAJESTIC OAKS SHORES PARTIAL REPLAT; FROM SAID SOUTHEAST CORNER, DEPARTING SAID RIGHT OF WAY LINE OF OAK SHORES ROAD (TRACT "A"), THENCE NORTH 00°04'30" WEST 227.18 FEET ALONG THE EAST BOUNDARY OF SAID LOT 3, MORE OR LESS, TO A POINT ON THE WATERS OF LAKE GRIFFIN, SAID POINT HEREBY DESIGNATED AS POINT "A"; RETURN TO THE POINT OF BEGINNING, DEPARTING SAID RIGHT-OF-WAY LINE OF OAK SHORES ROAD (TRACT "A"), THENCE SOUTH 89°16'09" WEST 129.22 FEET ALONG THE NORTHERLY BOUNDARY OF SAID LOT 28 TO A POINT ON THE WESTERLY BOUNDARY OF SAID MAJESTIC OAKS SHORES PARTIAL REPLAT; THENCE NORTH 00°43'51" WEST ALONG THE WESTERLY BOUNDARY OF SAID MAJESTIC OAKS SHORES PARTIAL REPLAT 419.29 FEET, MORE OR LESS, TO THE WATERS OF LAKE GRIFFIN, THENCE SOUTHEASTERLY ALONG AND WITH THE WATERS OF LAKE GRIFFIN TO THE AFOREMENTIONED POINT "A".

TOTAL PLAT ACREAGE

2.51 ACRES±

NOTICES

IT IS THE RESPONSIBILITY OF THE MAJESTIC OAKS HOMEOWNERS' ASSOCIATION, INC. TO OPERATE AND MAINTAIN ANY STORMWATER MANAGEMENT SYSTEM NOT LOCATED WITHIN THE RIGHT-OF-WAY OF THE ROADS UNLESS SUCH RESPONSIBILITY IS VOLUNTARILY ASSUMED BY THE CITY OF LEESBURG AND IN SUCH CASE, THE CITY OF LEESBURG SHALL BE ENTITLED TO UTILIZE ALL TRACTS AND EASEMENTS DESIGNATED ON THIS PLAT FOR STORMWATER.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

NOTES

- Bearings based on the centerline of Oaks Shores Road as shown on the plat of Majestic Oaks Shores, Plat Book 53, Pages 53 and 54, Public Records of Lake County, Florida, As being North 00°43'51" West.
- All distances shown are in U.S. Survey Feet.
- All monumentation set by this company will have a cap or tag bearing the number "L.B. #4709".
- Unless specifically noted as private utility easements, all utility easements shown on this plat shall also be easements for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television shall interfere with the facilities and electric, telephone, gas or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. The section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Service Commission.
- All Lot lines are non-radial unless otherwise noted. Radial lot lines will be indicated by (R) which is the symbol used on this plat for "Radial".
- The documents detailing the formation of the Majestic Oaks Homeowners' Association, Inc. can be found in the Public Records of Lake County, Florida.
- Mortgagee's joinder and consent to dedication (IF ANY) executed by separate instrument.
- Drainage Easements are granted to the Majestic Oaks Homeowners' Association, Inc. The maintenance of said Drainage Easements are the responsibility of the Majestic Oaks Homeowners' Association, Inc.
- Utility Easements are granted to the perpetual use of the public.
- Conservation Easement and Environmental line as shown hereon are as shown on the plat of Majestic Oaks Shores, Plat Book 53, Pages 53 and 54, public records of Lake County, Florida.
- All lots shall access Newell Hill Road (Public Right-of-Way) Via Tract "A" (Private Streets) as shown on the plat of Majestic Oaks Shores, as recorded in Plat Book 53, Pages 53 and 54, public records of Lake County, Florida.
- Subject to a blanket easement granted to SCH Holdings, LLC., recorded in Official Records Book 2665, Page 1423, Public Records of Lake County, Florida.
- Subject to Gas Service Agreement as recited in Memorandum of Natural Gas Agreement recorded in Official Records Book 3741, at Page 1584, Public Records of Lake County, Florida.

JOINDER AND CONSENT BY MAJESTIC OAKS HOMEOWNERS' ASSOCIATION, INC.

Majestic Oaks Homeowners' Association, Inc. hereby joins and consents to this plat and the dedication set forth herein.

Signed, Sealed and Delivered in the presence of:

By: Edward M. Schlein, President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before this ____ day of _____, 2016 by Edward M. Schlein, who is personally known to me or who produced _____ as identification.

Notary Public _____

Commission Number, If Any. _____

My Commission Expires _____

INSTRUMENT PREPARED BY:
FARNER BARLEY & ASSOCIATES, INC.
4450 NE 83RD ROAD
WILDWOOD, FLORIDA 34785
Telephone: (352) 748-3126

L.B.#4709
SHEET 1 OF 2

PLAT BOOK ____, PAGE __

DEDICATION

Majestic Oaks Shores Partial Replat Two

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, D & E Development, LLC., Khai Chang, Sandra Chang, and Nehme Gabriel, being the owners in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plat for the uses and purposes thereon expressed. The drainage easements as shown hereon are hereby granted to the Majestic Oaks Homeowners' Association, Inc. The Utility Easements as shown hereon are granted to the perpetual use of the public.

IN WITNESS WHEREOF, The undersigned owners have executed this Dedication in the manner provided by law on _____ Signed, sealed and delivered in our presence as witnesses:

WITNESSES: OWNER(S): D & E Development, LLC.
a Florida Limited Liability Company

1. SIGNATURE _____ By: _____
PRINTED NAME _____
2. SIGNATURE _____ By: _____
PRINTED NAME _____
x H.D. Robuck, Jr., as President of,
Ro-Mac Lumber & Supply, Inc.,
Manager

1. SIGNATURE _____ By: _____
PRINTED NAME _____
2. SIGNATURE _____ By: _____
PRINTED NAME _____
x Edward M. Schlein, as President of,
Edencay, Inc., Manager

STATE OF FLORIDA COUNTY OF LAKE

The foregoing Dedication was acknowledged before me this ____ day of _____, 2016 by H.D. Robuck, Jr., and Edward M. Schlein, Managers, on behalf of D & E Development, LLC. a

Florida Limited Liability Company.

who are personally known to me and did not take an oath.

Signature of Acknowledger _____
Printed name of Acknowledger _____
Title or Rank _____ (SEAL OR STAMP)
Commission Number, if any _____
My commission Expires: _____

WITNESSES: OWNER(S): Khai and Sandra Chang,
Husband and Wife

1. SIGNATURE _____ By: _____
PRINTED NAME _____
2. SIGNATURE _____ By: _____
PRINTED NAME _____
x Khai Chang

1. SIGNATURE _____ By: _____
PRINTED NAME _____
2. SIGNATURE _____ By: _____
PRINTED NAME _____
x Sandra Chang

STATE OF FLORIDA COUNTY OF LAKE

The foregoing Dedication was acknowledged before me this ____ day of _____, 2016 by Khai and Sandra Chang, Husband and Wife.

who are personally known to me and did not take an oath.

Signature of Acknowledger _____
Printed name of Acknowledger _____
Title or Rank _____ (SEAL OR STAMP)
Commission Number, if any _____
My commission Expires: _____

WITNESSES: OWNER(S): Nehme Gabriel

1. SIGNATURE _____ By: _____
PRINTED NAME _____
2. SIGNATURE _____ By: _____
PRINTED NAME _____
x Nehme Gabriel, Individually

STATE OF FLORIDA COUNTY OF LAKE

The foregoing Dedication was acknowledged before me this ____ day of _____, 2016 by Nehme Gabriel, Individually

who are personally known to me and did not take an oath.

Signature of Acknowledger _____
Printed name of Acknowledger _____
Title or Rank _____ (SEAL OR STAMP)
Commission Number, if any _____
My commission Expires: _____

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That this plat was presented to the City Commission of Leesburg, Lake County, Florida and approved by said City Commission of Leesburg for record. Grant of Utility Easements is accepted for municipal purposes of said City on the ____ day of _____, 2016 provided that this plat is recorded in the Office of the Clerk of the Circuit Court of Lake County, Florida, within 90 days from the approval by said City Commission, CITY OF LEESBURG, FLORIDA.

Attest: CLERK MAYOR/COMMISSIONER
PRINTED PRINTED

REVIEWER STATEMENT

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signature Date Registration Number

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a registered Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his supervision, and that this plat complies with all the provisions of Chapter 177, Florida Statutes.

JOHN T. MCGLOHORN PSM #6023, State of Florida Date

4450 N.E. 83RD ROAD, WILDWOOD, FLORIDA, 34785
FARNER BARLEY AND ASSOCIATES, INC. (L.B.#4709)

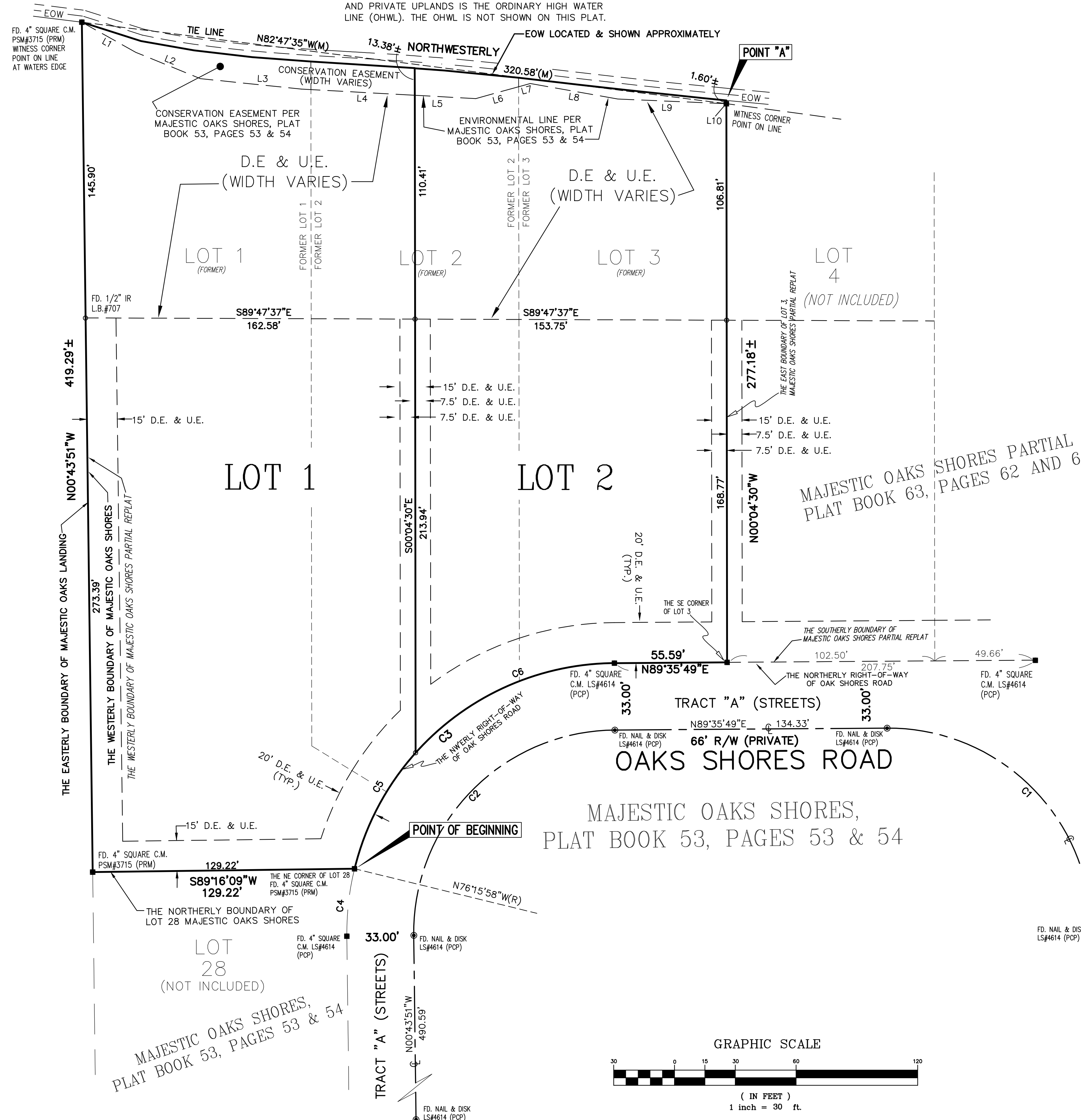
MAJESTIC OAKS SHORES PARTIAL REPLAT TWO

PLAT BOOK ____, PAGE ____

A REPLAT OF LOTS 1 THROUGH 3 INCLUSIVE IN MAJESTIC OAKS SHORES PARTIAL REPLAT IN THE CITY OF LEESBURG IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 63, PAGES 62 AND 63, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LAKE GRIFFIN

THE BOUNDARY LINE BETWEEN STATE OWNED LANDS AND PRIVATE UPLANDS IS THE ORDINARY HIGH WATER LINE (OHWL). THE OHWL IS NOT SHOWN ON THIS PLAT.



ENVIRONMENTAL LINE TABLE

LINE	LENGTH	BEARING
L1	30.53	S60°49'33"E
L2	34.34	S67°49'43"E
L3	50.11	S84°05'22"E
L4	56.07	S86°52'26"E
L5	30.17	S86°52'26"E
L6	21.92	N74°31'10"E
L7	5.97	N74°31'10"E
L8	43.85	S79°58'45"E
L9	53.50	S87°31'32"E
L10	0.13	S82°19'26"E

LEGEND

■	PERMANENT REFERENCE MONUMENT (P.R.M.) 4x4 CONC. MONUMENT SET (L.B.#4709) UNLESS OTHERWISE NOTED
●	PERMANENT CONTROL POINT (P.C.P.) NAIL/DISC (L.B.#4709) UNLESS OTHERWISE NOTED
□	PERMANENT CONTROL POINT (P.C.P.) 4x4 CONC. MONUMENT SET (L.B.#4709) UNLESS OTHERWISE NOTED
○	LOT CORNER 5/8" IRON ROD MARKED L.B.#4709 UNLESS OTHERWISE NOTED
---	EASEMENT BOUNDARY
CL	CENTERLINE
R/W	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
RLS	REGISTERED LAND SURVEYOR
LS	LICENSED SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
BR	BEARING
L.B.	LICENSED BUSINESS
S.E.	SIDEWALK EASEMENT
L.E.	LANDSCAPE EASEMENT
W.E.	WALL EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.T.	POINT OF TANGENCY
C1	CURVE NUMBER
(R)	RADIAL
(TYP.)	TYPICAL
S.P.C.	STATE PLANE COORDINATE
N.T.S.	NOT TO SCALE
W.R.A.	WATER RETENTION AREA
O.R.B.	OFFICIAL RECORDS BOOK
P.I.	POINT OF INTERSECTION
CONV.	CONVERGENCE
OM	CONCRETE MONUMENT
MEAS.	MEASURED
FD.	FOUND
IR	IRON ROD
EOW	EDGE OF WATER
---	NOT TO SCALE

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	90°19'41"	100.00	157.65	100.57	141.83	N45°14'20"W
C2	90°19'40"	100.00	157.65	100.57	141.83	S44°25'59"W
C3	75°51'47"	133.00	176.10	103.66	163.52	S51°39'55"W
C4	14°27'53"	133.00	33.58	16.88	33.49	N06°30'06"E
C5	28°08'12"	133.00	65.31	33.33	64.66	N27°48'08"E
C6	47°43'35"	133.00	110.79	58.84	107.61	N65°44'01"E

INSTRUMENT PREPARED BY:
FARNER BARLEY & ASSOCIATES, INC.
4450 NE 83RD ROAD
WILDWOOD, FLORIDA 34785
Telephone: (352) 748-3126
L.B.#4709
SHEET 2 OF 2



AGENDA MEMORANDUM

Item No: 5.C.2.

Meeting Date: March 14, 2016

From: Dan Miller, Planning and Zoning Manager

Subject: Modification of a Temporary Easement Agreement among the City of Leesburg, Florida, Long Farms North, Inc., and Lake County

Staff Recommendation:

Staff recommends approval of the attached Modification of a Temporary Easement Agreement among the City of Leesburg, Long Farms North, Incorporated, and Lake County.

Analysis:

The Grantor of the current easement, Long Farms North, Incorporated, is the developer of the Park Hill Subdivision. This subdivision is recorded in the Public Records of Lake County, in Plat Book 55, pages 33 through 37. A partial replat entitled Park Hill Partial Replat, was later recorded in Plat Book 61, page 60 of the Public Records of Lake County. A condition of the Partial Replat required the Grantor to enter into a temporary easement agreement for the purpose of proving a temporary cul-de-sac at the far east end of Parkdale Drive, to provide a turnaround area for vehicles until such time as Parkdale Drive was extended to the east into the property known as Lake County Alternate Key 1206791, a future phase of the Park Hill development. Because the Grantor has now paved the subject cul-de-sac according to Lake County Specifications, the parties wish to now modify the original agreement to recognize that work and provide for the future development of the above-referenced Alternate Key. The City of Leesburg is joining the agreement because since the date of the original agreement, Alternate Key 1206791 has been annexed into the city limits.

Options:

1. Approve the Modification of the Temporary Easement Agreement as presented or;
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

There is no fiscal impact anticipated as a result of this action.

Submission Date and Time: 3/9/2016 4:03 PM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller P&Z Mgr</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review: Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: <u>MWR</u> City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, ACCEPTING AND APPROVING A
MODIFICATION OF A TEMPORARY EASEMENT
AGREEMENT AMONG THE CITY OF LEESBURG, FLORIDA,
LONG FARMS NORTH, INC., AND LAKE COUNTY, FLORIDA;
AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the City of Leesburg, Florida, does hereby accept and approve the
Modification of Temporary Easement Agreement among the City of Leesburg, Florida,
Long Farms North, Inc., and Lake County, Florida, for the purpose of providing a
temporary cul-de-sac at the far East end of Parkdale Drive.

THAT this resolution shall become effective upon its passage and adoption
according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 14th day of March 2016.

Mayor

ATTEST:

City Clerk

This instrument prepared by:
Robert Q. Williams
Williams, Smith & Summers, P.A.
380 W. Alfred Street
Tavares, Florida 32778

SPACE ABOVE THIS LINE FOR RECORDING DATA

MODIFICATION OF TEMPORARY EASEMENT AGREEMENT

THIS MODIFICATION OF TEMPORARY EASEMENT AGREEMENT ("Agreement") is made and entered into by and between **LONG FARMS NORTH, INC.**, a Florida corporation, whose address is 29720 Squirrel Point Road, Tavares, Florida 32778 ("Grantor"); and **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is P.O. Box 7800, Tavares, Florida, 32778 ("Grantee"); and is joined in by the **CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose address is P.O. Box 490630, Leesburg, Florida 34749-0630 ("Leesburg") as of the _____ day of _____, 20__.

RECITALS

WHEREAS, Grantor was the developer of the residential subdivision known as Park Hill which subdivision is depicted on the plat of Park Hill recorded on June 7, 2005 in Plat Book 55, Pages 33 through 37 of the Public Records of Lake County, Florida ("Park Hill"); and

WHEREAS, Grantor amended the original plat of Park Hill through a partial replat entitled Park Hill Partial Replat, according to the plat thereof, recorded in Plat Book 61, Page 60 of the Public Records of Lake County, Florida ("Partial Replat"); and

WHEREAS, as a condition of the Partial Replat, Grantee required the Grantor to enter into a temporary easement agreement for the purpose of providing a temporary cul-de-sac at the far east end of Parkdale Drive, as depicted on the Partial Replat. The purpose of the temporary cul-de-sac was to provide a turnaround area for vehicles until such time as Parkdale Drive was extended to the east into Grantor's adjacent Parcel AK#1206791, as a future phase of the Park Hill development; and

WHEREAS, Grantor's obligation to pave and improve the subject cul-de-sac, and its performance guarantee to perform that work, was extended by the Grantee several times, and the most recent extension expired on December 31, 2015. Grantor has now paved the subject cul-de-sac according to Lake County specifications, and the parties desire to modify the original Temporary Easement Agreement to recognize that work and to provide for the future development of Parcel AK#1206791; and

WHEREAS, Since Parcel AK#1206791 has been annexed into the City of Leesburg since the date of the original Temporary Easement Agreement, Leesburg is now joining in and consenting to this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is being hereby acknowledged, Grantor, Grantee and Leesburg do hereby agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are expressly incorporated into the text of this Agreement.

2. **Easement for Cul-de-sac.**

(a) **Grant of Easement.** Grantor hereby grants to Grantee and Leesburg an easement for the location and maintenance of a cul-de-sac over, across, under and through that portion of Parcel AK#1206791 depicted and described on Exhibit "A" attached hereto (the "Easement Area"). The Easement Area shall be for the use and enjoyment of Grantee, Leesburg and the public in general.

(b) **Improvement of Easement Area.** Grantee acknowledges that Grantor has completed the permanent asphalt and paving improvements for the cul-de-sac within the Easement Area according to the approved plans and specifications of Lake County. Grantor's performance guarantee for said work shall be released by Lake County upon the formal acceptance of the improvements by Lake County.

(c) **Future Modification and Termination of Easement.** The future development plans for Parcel AK#1206791 contemplate that said parcel will be developed as a continuation of the Park Hill development as a single family residential subdivision, and that Parkdale Drive will extend easterly into that subdivision as an internal street. At such time as Parcel AK#1206791 is so developed, the cul-de-sac that is the subject of this Agreement will no longer be necessary. In the event that the future platting and development of Parcel AK#1206791 provides for the extension of Parkdale Drive as contemplated, the Grantee and Leesburg, as part of that platting and/or development process, agree to release and extinguish that portion of the Easement Area being granted herein that lies outside of the normal 66' road right-of-way that will be necessary for the extension of Parkdale Drive.

(d) **Warranty of Title By Grantor:** Grantor warrants and represents that it is the owner of Parcel AK #1206791, free and clear of any liens, mortgages or encumbrances. Grantor further warrants and represents that it has the authority to grant and convey the easement described herein.

3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and may not be amended, waived or discharged, except by an instrument in writing executed by Grantee, Grantor and Leesburg (or their respective successors and assigns), which written document shall be recorded in the Public Records of Lake County, Florida.

4. **Section Headings.** The section headings as used in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section hereof; they shall be ignored in construing this Agreement.

5. **Counterparts.** This Agreement may be executed in two or more identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement.

6. **Severability.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

7. **Binding Effect.** Except as otherwise specifically provided herein, the rights and obligations created by this Agreement shall run with title to the Easement Area and the Grantee Property and be binding upon and inure to the benefit of Grantor, Grantee and Leesburg and their respective assigns and successors-in-interest and/or title.

8. **Time of the Essence.** The time of performance of this Agreement, and of each covenant and provision hereof, is of the essence of this Agreement.

9. **Recording of Agreement.** Grantor shall be responsible for recording this Agreement (including all costs associated therewith) in the Public Records of Lake County, Florida. A copy of the recorded Agreement shall be returned to Grantor.

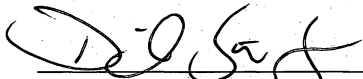
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in Lake County, Florida.

11. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given and received as of the date and time the same are personally delivered, or three (3) days after depositing the notice with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or one (1) day after depositing the notice with Federal Express or other national overnight delivery service from which a receipt may be obtained, and addressed as first set forth above in this Agreement, or to such other address as either party hereto shall from time to time designate to the other party by notice in writing.

12. **Gender; Singular and Plural Usages.** Wherever in this Agreement the singular is used, the same shall include the plural, and vice-versa, and wherever in this Agreement the masculine gender is used, the same shall include the feminine and neuter genders, and vice-versa.

IN WITNESS WHEREOF, Grantor, Grantee and Leesburg have executed and delivered this Agreement and have intended the same to be and become effective as of the date set forth above.

Signed, sealed and delivered
in the presence of:



Signature of 1st Witness

David Scott Long

Printed Name of 1st Witness



Signature of 2nd Witness

Kristin Stapleton

Printed Name of 2nd Witness

GRANTOR:

LONG FARMS NORTH, INC., a Florida
corporation

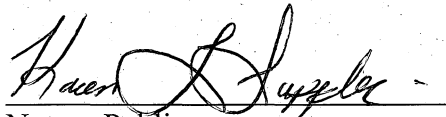


By: T. Berry Long, III

Its: President

State of Florida
County of Lake

The foregoing instrument was acknowledged before me, this 18 day of February, 2016 by T. Berry Long, III, as President of Long Farms North, Inc., a Florida corporation, on behalf of the corporation. He ☒ is personally known to me or ☐ produced _____ as identification.



Notary Public

My Commission Expires:



KAREN L. SUPPLER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF073775
Expires 12/1/2017

GRANTEE:

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

Sean M. Parks, Chairman

ATTEST:

This _____ day of _____, 20__.

Neil Kelly, Clerk of the Board of County
Commissioners of Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney

JOINED IN AND CONSENTED TO BY THE CITY OF LEESBURG

CITY OF LEESBURG

Elisa A. Denison, Mayor

ATTEST:

This _____ day of _____, 20__.

J. Andi Purvis, City Clerk

Approved as to form and legality:

Fred Morrison, City Attorney



AGENDA MEMORANDUM

Item No: 6A.

Meeting Date: March 14, 2016

From: James Hardy, CBO, Building Official

Subject: Chapter 7, Buildings and Building Regulations Code Update

Staff Recommendation

Staff recommends approval of the attached ordinance, to update outdated building code references, explain the permitting and plans submittal process, add a category for small project permits and set up an early start permit.

Analysis

This ordinance updates Section 7 of the City of Leesburg Code of Ordinances (Building Codes) by adopting the latest building code references to meet the State of Florida requirements. These requirements include the latest editions of all materials enforced by the Building Division. Section 7-16 adopts the 2014 Fifth Edition of the Florida Building Code. Section 7-19 clarifies enforcement procedures; Section 7-20 gives an explanation of the Building Division's permitting procedures; Section 7-21 gives explanations of the different types of permits including the Early Start Permit; Section 7-38 gives explanation of when the Building Official has the right to enter and inspect the premises; Section 7-103 clarifies the requirements when adding an additional electric meter to a commercial building; Section 7-200 outlines procedures for Unsafe Structures, including enforcement procedures and cost recovery. An updated fee schedule will be presented by resolution on a separate agenda item to reflect the changes noted herein. The overall result of this amendment is to repeal outdated sections of the code and reduce the overall amount of regulatory requirements of Chapter 7, Buildings and Building Regulations.

Options

1. Approve the ordinance as presented to the City Commission
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact

No fiscal impact is expected from the approval of this ordinance.

Submission Date and Time: 3/9/2016 4:03 PM

Department: <u>Community Development</u> Prepared by: <u>James Hardy, CBO</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ MWR Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING CHAPTER 7 OF THE CODE OF ORDINANCES PERTAINING TO BUILDINGS AND BUILDING REGULATIONS, TO REPEAL OUTDATED BUILDING CODES, TO ADOPT UPDATED VERSIONS OF THE FLORIDA BUILDING CODE, ELECTRICAL CODE, FIRE PREVENTION CODE, AND PROPERTY MAINTENANCE CODE; PROVIDING A METHOD OF ENFORCEMENT AND COST RECOVERY, AND FOR APPEALS OF DECISIONS MADE BY THE BUILDING OFFICIAL; SETTING FORTH A PERMITTING PROCESS; SPECIFYING DETAILS FOR BUILDING PERMITS, BUILDING INSPECTIONS, AND CERTIFICATES OF OCCUPANCY; CREATING A GENERAL PERMIT CATEGORY FOR SMALL PROJECTS; GRANTING THE BUILDING OFFICIAL RIGHTS TO ENTER AND INSPECT; PROVIDING REQUIREMENTS TO ADD AN ELECTRIC METER TO A COMMERCIAL STRUCTURE; REPEALING CONFLICTING ORDINANCES, PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

Article II, Section 7-16, of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended in its entirety to read as set forth below:

Sec. 7-16. Building Codes Adopted.

The 2014 Fifth Edition of the Florida Building Code, effective as of June 30, 2015, is adopted as the Building Code for the City of Leesburg, Florida. It is comprised of the following elements:

- a. Florida Building Code.
- b. Florida Building Code – Residential.
- c. Florida Building Code – Accessibility.
- d. Florida Building Code – Energy Conservation.
- e. Florida Building Code – Existing Buildings.
- f. Florida Building Code – Mechanical.
- g. Florida Building Code – Plumbing.
- h. Florida Building Code – Fuel Gas.
- i. 2011 National Electric Code.
- j. Florida Fire Prevention Code.
- k. 2012 International Property Maintenance Code.

Each of these Codes is adopted by reference and incorporated into the Leesburg Code of Ordinances, as fully as if set out in full herein. Appeals from the application

or interpretation of these Codes by the Building Official or other City staff, and requests for variances, shall be presented to the Board of Adjustments and Appeals utilizing the procedures set out in Sections 7-3, 7-4, and 7-5 of the Leesburg Code of Ordinances.

For purposes of application of these Codes, the City Limits of the City of Leesburg are within the following listed wind speed categories:

- a. For Risk Category I Buildings: Vult 125 mph
- b. For Risk Category II Buildings: Vult 135 mph
- c. For Risk Category III and IV Buildings:
 - (1) Vult 139 mph for all lands lying Northerly of a line being one mile South of the North line of Township 20 South, Lake County, Florida, and within the municipal limits of the City of Leesburg; and
 - (2) Vult 140 mph for all lands lying Southerly of a line being one mile South of the North line of Township 20 South, Lake County, Florida, and within the municipal limits of the City of Leesburg.

SECTION II.

Article II, Section 7-19, of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended in its entirety to read as set forth below:

Sec. 7-19. Violations and Penalties.

The Building Official may refer any violation of this Code to the Special Magistrate for such action as the Magistrate may deem appropriate, under the procedure specified in Chapter 2, Article IV, Division 2 of the Leesburg Code of Ordinances. In the alternative, the Building Official may exercise any other remedies provided in the Codes adopted in §7-16 above, or may seek injunctive relief.

SECTION III.

Article II, Section 7-20, of the Code of Ordinances of the City of Leesburg, Florida, is created to read as set forth below:

Sec. 7-20. Permitting Process.

- a. Applications for building and building related permits shall be submitted to the Building Division. Such submittal shall include the application form as provided by the City, along with all required, associated documents, and payment in full of all fees, depending on the type of permit being sought, as further described below.
- b. Applications for constructing new buildings, and additions to existing buildings, shall include two complete sets of construction plans, one current property survey for the building site, one site development plan showing the proposed improvements to the property, and one State of Florida energy conservation

- compliance form, when applicable. One copy of the plans must be on a CD in PDF format. An original of the receipt for payment of road and school impact fees when applicable, and an original of the receipt for payment of water, sewer, recreation, and any other applicable impact or other fees, must be provided by the applicant prior to issuance of a Certificate of Occupancy
- c. All structures shall comply with the wind load requirements of the Florida Building Code.
 - d. Required plans for all structures other than one or two family dwellings shall be prepared, signed, dated, and sealed by a professional engineer or architect, duly registered and licensed by the State of Florida per Chapter 471 and 481, respectively, Fla. Stat.
 - e. Required plans for all one or two family dwellings shall be prepared and sealed by a professional engineer or architect, duly registered and licensed by the State of Florida per Chapter 471 and 481, respectively, Fla. Stat., or they shall otherwise be in conformity with the standard of SST 10-99 or other standard adopted by the State.
 - f. A master file may be established upon request for any "model" or prototype plan for a residential single-family or two-family building, accessory structures, and building components. The following shall apply to master files:
 - 1. Once the plans or drawings have been approved for master file, the Building Official or designee shall stamp each page. Each time the model, accessory building, or building component is submitted for a building permit, the contractor shall submit two copies of the plans containing the city approval stamps. The Building Official or designee shall stamp one copy for the field and the other copy for the file.
 - 2. One copy of the plans submitted for master file may be a reproducible copy. Plans for each model or accessory building shall be updated each time the adopted building codes are updated or as specified by the architect or engineer of record.
 - 3. No structural changes or modifications shall be made to master file plans. Deviations from the master file plans shall require the submittal and review of revised documents. If any contractor makes changes or modifications to master file plans, the Building Official or designee shall immediately terminate the contractor's use of the master file system.
 - 4. Applications to open a master file shall include the following when applicable:
 - i. Three sets of engineered plans, which shall be dated, signed and sealed by an architect or engineer registered with the state in accordance to F.S. chs. 481 or 471, respectively. Each such set of plans shall contain a statement by the architect or engineer of record as follows: "This plan is for master file purposes only." The plans shall include the applicable information as specified by section 107 minimum plan review criteria for buildings of the Florida Building Code.
 - ii. Three sets of pre-engineered truss drawings, which shall be dated, signed and sealed by an engineer registered with the state per Chapter 471, Fla. Stat. The truss drawings shall be designed and engineered for each specific model or accessory building.

- iii. If the building plan may be reversed, a separate set of engineering plans and truss drawings shall be submitted for each orientation.
 - iv. Such additional information must be provided, as the Building Official may require, to ensure that the plans submitted for master file are complete, including but not limited to, electrical, mechanical, plumbing, window and door information.
- g. Except as otherwise specifically provided in this Chapter 7, Article II, applications for electrical, gas, plumbing, mechanical, and other permits, regulated by any of the adopted codes in addition to the Florida Building Code, shall include two complete sets of plans showing the proposed work in sufficient detail and clarity to allow for a thorough plan examination to determine compliance with all applicable code provisions.
- h. The requirement for plans may be waived by the Building Official based upon a determination that the work is relatively minor in scope, routine in nature, and can be described adequately on the application form or addenda attached thereto.
- i. Applications for constructing any swimming pool which is regulated by any of the adopted codes shall include two complete sets of construction plans, one current property survey for the subject property, two site development plans showing the location of the pool, pool equipment, ladders and/or swimouts, doors and/or windows facing the pool deck, and elevation of the house floor finish, deck finish floor and surrounding grade; a completed electrical permit application; and a completed child safety barrier fence application, or a complete pool enclosure application. The fence and/or enclosure application may be omitted if an approved child safety barrier already exists on the property which will encompass the proposed swimming pool, or on above ground pools, if the swimming pool walls are a minimum of four feet higher than the surrounding grade and any access to the water is by way of fold up steps or some equivalent device.
- j. Applications for placement of new or used mobile homes within mobile home subdivisions shall include current property survey, and a site development plan showing all existing and proposed improvements and dimensions to all property lines.
- k. Applications for placement of new or used mobile homes within a mobile home park shall include a plot plan drawn to scale showing all existing and proposed improvements, and dimensions, and distance to all adjacent structures.
- l. All applicants for any type of permit under this Chapter 7, Article II, must be properly licensed and insured in accordance with State of Florida laws and regulations in effect at the time of the application, except that an owner-builder meeting all the criteria established by §489.103, Fla. Stat. or any successor provision, may apply for a permit without licensure if he or she provides an owner-builder affidavit sworn to by the applicant and a Notary Public.
- m. When any permit application is submitted to the Building Division, the application and the applicant's credentials will be verified to ensure they are complete and accompanied by all required information and documentation. Once the application and the applicant's credentials have been verified, the application and all accompanying documents shall be stamped with the date and entered into the permit tracking system. The Building Division shall not accept any application from a person lacking the proper credentials, nor shall the Division accept any application which is not complete or which omits any

required information or documentation. If an application is found to be incomplete, the Division shall contact the applicant promptly to obtain the missing information and documentation, or in its option the Division may return the application to the applicant.

- n. Upon receiving a permit application and associated documents, processed and deemed complete, the relevant information shall be entered into the permit tracking system, then a copy of the plans, specifications, and comment sheet shall be distributed to other involved parties, depending on the type of improvement being proposed. In all cases, the Building Official shall be the responsible custodian for all permit documents, throughout the plans examining process.
- o. Each party receiving application documents from the Building Official shall review them for compliance with the applicable codes and regulations, then return them promptly to the Building Official, along with a properly completed comment sheet. The Building Official shall track the process of the review by the various interested parties in the permit tracking system, and assure that all distributed application documents and comment sheets are returned in a timely manner to expedite the application review process. Upon receiving all distributed documents back from the various interested parties, the Building Official shall determine if the permit may be issued based on the comments received, in accordance with the following criteria:
 - 1. If any of the returned comment sheets indicate a disapproval, the Building Official shall promptly inform the applicant of the reason(s) for the disapproval, and maintain an ongoing dialogue with the applicant to facilitate a resolution of the problem.
 - 2. If all of the returned comment sheets indicate approvals, and the Building Official determines there is no need for a preliminary inspection of the subject property to be conducted, the Building Official shall issue the permit.
 - 3. Upon approval from the Building Official, the applicant will be contacted through the permitting system by electronic mail, with a request to pick up the permit and pay the final fees due.
- p. The Building Official may revoke any permit or approval under any of the following circumstances:
 - 1. When it is discovered that any of the documents submitted by the applicant or the contractor contains a falsification, misrepresentation, or error regarding a material fact;
 - 2. When any signature on any submitted document is found not to be the actual signature of the party represented to have signed;
 - 3. When a violation of any of the City's licensing ordinances or regulations is discovered;
 - 4. When any fee or charge imposed as a condition of issuance of a permit or approval, whether payable to the City or to another entity, is found to be uncollected or uncollectible, is not paid in full, or if a check issued for such fee or charge is returned unpaid due to stop payment, insufficient funds or other reason attributable to the applicant or contractor;
 - 5. When any inspector is denied entry onto the property during normal working hours; or

6. When a stop work order issued by the Building Official is not complied with.
- q. Once a permit or approval has been revoked, an application for a new permit or approval must be submitted before work continues or resumes, along with any required fees as provided in the building permit fee resolution.

SECTION IV.

Article II, Section 7-21, of the Code of Ordinances of the City of Leesburg, Florida, is created to read as set forth below:

Sec. 7-21. Building Permits; Inspections; Certificate of Occupancy.

- a. A building permit is simply a license to proceed with the proposed work, and grants no authority to violate, cancel, alter, or set aside any applicable code, regulation, requirement, ordinance or law, regardless of what may be shown or omitted on the permit documents, and regardless of any statement by or agreement with any official.
- b. The work authorized by a permit must commence within 180 days after issuance of the permit, or the permit shall become null and void. For purposes of this section, work shall be deemed to have commenced only when physical activity for this the permit is required has taken place on site, and there has been at least one City inspection approving a significant level of work on the project. Once work has commenced, the permit shall become null and void if, in the Building Official's determination, there has been no significant progress on the project for a period of 180 days or more from the last City inspection approving a significant level of work on the project. In determining whether there has been significant progress, the Building Official shall visit the project site and review the inspection history over the previous 180 day period.
- c. All building permit fees and related charges shall be paid in accordance with the current fee resolution adopted by the City Commission, and available in the office of the City Clerk. See Article II, Chapter 7, Section 7-17 of the Code of Ordinances for further requirements regarding building permit fees and related fees.
- d. An early start permit may be issued to allow the contractor to begin work on a building, subject to limitations in this ordinance and in the documents approving the early start permit, while a building permit application is being processed.
 1. For residential structures, early start permits will be issued only for single family and two family dwellings, and shall permit only grading, preparation of the building pad, underground plumbing for a monolithic slab foundation, digging footings and setting steel rebar.
 2. For nonresidential structures, early start permits shall be issued only for interior alterations and site work, and shall authorize only the work required to be in place for the first inspection, including but not limited to demolition, framing, and rough-in electrical, plumbing, and mechanical work.
 3. No inspections will be performed under an early start permit. Inspections will be performed only after the primary building permit is issued.
 4. The Building Official may require the owner and contractor to execute a written agreement, and provide a bond or other guarantee, as a condition

of receiving an early start permit. The agreement shall hold harmless and indemnify the City. The agreement and bond shall be reviewed for legal form and sufficiency by the City Attorney. IF they are unacceptable, no early start permit may be issued. The City Attorney is authorized to draft form agreement for use by the Building Division in implementing the provisions of this subsection regarding early start permits.

5. A fee will be imposed for an early start permit, as specified in the fee resolution adopted by the City Commission.
- e. No work requiring a permit shall commence until the issued permit placard is conspicuously posted on the job site, in a manner and location that affords it protection from the weather, and allows the inspector to conveniently make written entries. If the placard is lost or destroyed, a duplicate replacement shall be secured from the Building Division on the first workday after such loss. No inspection will be performed unless a complete set of approved plans is available on the job site at the time of such inspection.
 - f. The inspector who conducts the inspection shall leave a written approval of the work on the permit placard, or a copy of the written field correction notice if the work is not approved, in addition to any verbal approvals or denials the inspector may give.
 - g. Upon completion and satisfactory final inspection, a Certificate of Occupancy will be issued in accordance with Section 111 of the Florida Building Code. The following may be issued prior to final inspection and approval, at the discretion of the Building Official:
 1. A temporary certificate of occupancy may be issued as provided in Section 111.3 of the Florida Building Code. A nonresidential building or addition thereto may be partially and temporarily utilized prior to final inspection, for limited purposes, upon issuance of a temporary use permit. The temporary use permit shall only be issued upon submittal of a written request, hold harmless and indemnity agreement in the form provided by the City, along with payment of a fee as provided in the fee resolution adopted by the City Commission, and only with approval of the Building Official or designee. The temporary use permit shall authorize utilization only for the specified purposes provided in that document, by the applicant's employees only, and shall not authorize the building or any portion of it to be open to the public. Special purposes may include independent installation of shelving, and stocking of merchandise. The temporary use permit shall be valid for a period not to exceed 30 days, and may be extended by the Building Official on a daily basis thereafter. No temporary use permit may be issued if the limited utilization proposed cannot be conducted in a safe manner consistent with life safety requirements, prior to final inspection. No temporary use permit shall be issued unless all requirements of Chapter 3, Section 6 have been met.
 2. A certificate of completion may be issued as provided in Section 111.5 of the Florida Building Code, which will be deemed to authorize limited occupancy of model homes subject to the limitations set forth in Chapter 5, Subsection 9.

3. A pre-power may be issued when approved by the Building Official, upon submittal by the applicant of a form prescribed by the Building Division, which has been signed and notarized.

SECTION V.

Sections 7-36, 7-37, 7-51, 7-52, 7-53, 7-54, 7-86, 7-87, 7-88, and 7-89, of the Code of Ordinances of the City of Leesburg, are hereby repealed in their entirety. Sections 7-55 and 7-56 are hereby renumbered, respectively, to Sections 7-36 and 7-37, without further modification. Section 7-38 of the Code of Ordinances is hereby enacted to read as set forth below:

Sec. 7-38. Right to Enter and Inspect.

When necessary to make an inspection to enforce any provision of the Electric Code, or whenever the Building Official has reasonable cause to believe there exists in any building or on any premises an unsafe electrical condition or code violation, that renders such building or premises unsafe or hazardous to life or property, the Building Official or designee may enter such building, structure or premises at any reasonable times to inspect the same or to evaluate the conditions in the building or structure. Should such building, structure or premises be occupied the Building Official shall first attempt to contact the owner/occupant, present proper credentials and request entry. If the structure is unoccupied and open to entry the Building Official shall first make a reasonable effort to locate the owner or other persons having charge or control of such property to request entry before entry. If someone is located and entry permission is denied the Building Official shall have recourse to every remedy provided by law to secure entry.

Section 7-103 of the Code of Ordinances of the City of Leesburg is hereby amended to read as set forth below:

Sec. 7-103. Request to add additional meter to a Commercial Building.

The Following is required for adding an additional Electric meter to a Commercial Building

- (a) Addressing will need approval
- (b) All applicable permits will be required
- (c) A completed floor plan drawn to scale will be required to be submitted with permit application.
- (d) Wall separation required from all other tenant spaces.
- (e) All Mechanical, Electric, Plumbing completely separated from all tenant spaces and located within the space requesting meter.

SECTION VI.

Sections 7-116, 7-118, and 7-119, of the Code of Ordinances of the City of Leesburg, are hereby repealed in their entirety.

SECTION VII.

Sections 7-136, 7-138, and 7-139, of the Code of Ordinances of the City of Leesburg, are hereby repealed in their entirety.

SECTION VIII.

Sections 7-151, 7-153, and 7-154, of the Code of Ordinances of the City of Leesburg, are hereby repealed in their entirety.

SECTION IX.

Sections 7-166, 7-167, and 7-168, of the Code of Ordinances of the City of Leesburg, are hereby repealed in their entirety.

SECTION X.

Sections 7-196, 7-197, 7-198, and 7-199, of the Code of Ordinances of the City of Leesburg, are hereby repealed in their entirety. Section 7-200 of the Code of Ordinances is hereby amended to read as set forth below:

Sec. 7-200. Unsafe Structures, Enforcement and Cost Recovery

(a) Procedure for demolition of unsafe structures. The following procedure shall govern the identification, investigation, and potential demolition of structures determined to be unsafe within the City of Leesburg, except in situations where the Building Official determines that a building or structure presents an immediate threat to the public health, safety and welfare, in which event the Building Official may proceed with corrective action, including demolition, under the authority provided by the International Property Maintenance Code, the Florida Building code, and the other codes adopted in §7-16 of this Code of Ordinances.

(1) The process of code enforcement against unsafe structures may be initiated by the Building Official based on citizen complaint, by referral from other City personnel or departments, or by the Building Official on his own initiative.

(2) Once a structure has come to the attention of the Building Official which he or she believes may be potentially hazardous or unsafe, the Building Official shall determine the identity of the fee owner(s) of the underlying real property and also of anyone who has a mortgage, lien or other record interest in the property. The Building Official shall obtain a title search from the City Attorney or another source to verify ownership, encumbrances and other record interests.

(3) Once the Building Official has determined the identities of the property owners and others entitled to notice, written notice shall be given to each such person or entity, informing them of the fact the structure has been found to be potentially unsafe, and granting them sixty (60) days to bring the structure into compliance or make arrangements with the Building Official for other corrective action acceptable to the Building Official in the sound exercise of his discretion as governed by applicable codes and ordinances. Such notice shall be sent by both

regular first class U.S. Mail, and by certified mail—return receipt requested. In addition, as to any recipients of notice with addresses lying inside the municipal limits of the City of Leesburg, whose receipt of the certified mail was not confirmed, an attempt shall be made to hand deliver the notice to those recipients by the Building Official, his designee, or an officer of the Leesburg Police Department. The notice shall include the street address and legal description of the property, a brief statement of the reasons why the Building Official has determined that the structure may be unsafe, a citation to the section or sections of the Code applicable to the particular violations found to exist on the property, and a statement of the appeal rights of the recipient, and how and when to exercise those rights. Appeals from any determination made by the Building Official under this section shall be filed with the Building Official no later than 30 days after the date of the notice sent pursuant to this subsection, and shall be heard and decided by the Board of Adjustments and Appeals.

(6) If the conditions which led to issuance of the initial notice have not been resolved and no arrangements satisfactory to the Building Official have been made to alleviate those conditions by the end of the sixty (60) day notice period, no appeal has been filed, and if the Code Enforcement Special Magistrate has not previously found the property to be in violation of applicable codes such that it constitutes an unsafe structure or building, the case shall be referred to the Board of Adjustments and Appeals for a public hearing on the question of whether the determination of the Building Official that the building or structure is unsafe, and should be demolished, is correct and appropriate. All parties with an interest in the real property shall receive notice of this hearing as provided in the preceding subsection, and shall have standing to participate in the hearing. No such hearing shall be required if there has been an appeal filed which was decided in favor of the Building Official, or if the Special Magistrate has at any time in the past determined that the building or structure is unsafe and in violation of applicable codes.

(7) The Board of Adjustments and appeals shall issue written findings as to whether it is appropriate to move forward with the demolition of the building or structure, taking into account the condition of the building or structure; its effect on its environs; the willingness and ability of the property owner to accomplish the demolition of the structure or other necessary corrective action; the degree to which the property owner or others having an interest in the property responded to the violation notices and cooperated in the efforts of the city to alleviate the unsafe conditions on site; the feasibility and cost of any necessary demolition; any historical or cultural significance of the structure, as demonstrated by evidence presented at the hearing; whether the city, or some other party, has a need or an interest in acquiring the property for productive use and as a consequence whether the city should consider acquiring title to it by lien foreclosure if possible; and such other factors as the board may deem relevant in any particular case. If the Board recommends against demolition it shall state its reasons and also suggest what other methods it would deem appropriate to remedy the unsafe conditions.

(8) A copy of the written findings of the Board of Adjustments and Appeals shall be sent by first class U.S. Mail, to each recipient of the initial notice. If the Board recommends demolition, the Building Official shall proceed as expeditiously

as possible to implement that recommendation. If corrective work short of demolition is proposed by the Board in its findings, the Building Official shall investigate the feasibility of proceeding with such work and shall take any steps necessary, short of demolition, to alleviate any immediate threat to the public health, safety and welfare, caused by the condition of the building or structure.

(b) If after following the procedures outlined previously in this section, or in cases where the procedure is not utilized because of an immediate threat to the public health, safety and welfare, the Building Official proceeds with corrective work or demolition of an unsafe building or structure, once the demolition or corrective work is completed, the Building Official shall forward to the City Attorney an itemization of all costs associated with the enforcement proceeding, such as but not limited to staff time spent on investigation and enforcement, notification costs, expenses incurred to repair or demolish the structure, and costs of investigating other aspects of the property in accordance with the procedures established herein, costs for mailing and service of notices, costs associated with staff and committee investigations and reports, and actual costs of demolition. The City Attorney shall file a lien against the property for the costs of the enforcement proceeding. Such lien shall be recorded in the public records of Lake County, Florida, against the real property on which the unsafe building or structure is or was situated. The City Manager is hereby designated as the appropriate person to sign such liens and satisfactions or releases thereof. All such liens shall bear interest at the rate of twelve (12) percent per annum until paid and shall take priority over all other interests in the property other than the lien for ad valorem taxes, including but not limited to the interests of the fee owner, any holder of a mortgage against the property (whether or not of a purchase money nature), any holder of a construction lien, judgment lien or other lien or encumbrance against the property. Such liens shall have a duration of twenty (20) years commencing as of the date they are recorded in the public records of Lake County, Florida. At its option, at any time during the duration of the lien, the City may elect to foreclose the lien through judicial proceedings in the manner in which a mortgage against real property is foreclosed. Authorization from the City Commission, by resolution, shall be obtained before the filing of any action to foreclose a lien imposed under this section of the City Code.

SECTION XI.

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION XII.

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION IV.

This Ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 14th day of March, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Mayor

Attest: _____
City Clerk

CITY OF LEESBURG
BUILDING PERMIT FEE SCHEDULE
Effective: March 15, 2016

When calculating permit fees, include 1.5% for FL Building Surcharge & 1.5% for FL Recovery Fund.

These fees will be added to the permit cost for each permit type

If the 1.5% is less than \$2.00, then the minimum of \$2.00 will be added for each permit type.

All fees are due at time of submittal of application. No partial payments for permits will be allowed

Administrative Cost	Permit Fee
Change of Primary Contractor	\$50.00
Change of Subcontractor	\$30.00
Modification of plans at anytime after initial submittal per trade	\$50.00
Approve or Re-Stamp Construction Plans after permit issuance	\$50.00
Pre-Power Approval forms for 1st 60 days	\$60.00
Temporary / Conditional Certificate of Occupancy	\$110.00
Replace Building Permit Card	\$5.00
Extension of Permit (only one 90-day extension may be granted)	Greater of 10% of original permit fee or \$100.00
Change of Use/Occupancy (inspection required)	\$150.00
Special Inspections - After Hours - Monday - Friday (min 2 hours)	\$75.00 per hour
Special Inspections - After Hours - Weekends / Holidays (min. 2 hours)	\$150.00 per hour
Contractor Registration Fee	\$20.00
Partial Inspections (base fee includes 1 inspection)	\$50.00
Reinspection	\$50.00
Plan Review Fee	50% of Permit Cost

Commercial Permits	Permit Fee
	Square Footage Rate (Under Roof)
Building	\$0.91 per square foot \$180.00 minimum
All alterations/renovations and shell	1/2 of the commercial sq ft rate \$180.00 minimum
Warehouses (does not include mini-warehouses)	1/2 of the commercial sq ft rate \$180.00 minimum
Marine	\$0.16 per square foot \$90.00 minimum
Foundations (including plumbing); shell is still 1/2 square foot rate	\$0.12 per sqft; \$180.00 min
Early Start Permit	\$200.00
Roofing - Commercial	\$0.04 per sqft; \$180.00 min

Residential Permits (1 and 2 family dwellings and townhomes)	Permit Fee
	Square Footage Rate (Under Roof)
Building	\$0.55 per square foot \$90.00 minimum
All Alterations/Renovations and Shell	1/2 of the residential sq ft rate \$90.00 minimum
Roofing - Residential	\$0.04 per sqft; \$120.00 min
Early Start Permit	\$100.00

SIGN PERMITS	PERMIT FEE
Sign Permit: For Issuing Each Permit	\$90.00
Sign With Electric	\$120.00
Wall Hung Signs - per sq ft / per side	\$0.30
Free Standing Signs - per sq ft / per side	\$0.48

MOBILE HOME PERMITS	PERMIT FEE
Manufactured Homes Permit Fees - includes set up, elec, plumb and mechanical	\$360.00
Modular Home / Modular Buildings, DCA approved	same as manufactured home
Fees for additions to manufactured homes shall be calculated the same as building permit fee/aluminum permit fee	

TRADE PERMITS	PERMIT FEE
Minimum for all trade permits	Res. \$90.00; Comm. \$120.00
Mechanical (per mechanical system)	\$0.06 per sq ft
Mechanical - warehouse	1/2 Mechanical Rate
Electrical (per service equipment)	\$0.06 per sq ft
Electrical - warehouse	1/2 Electrical Rate
Plumbing	\$0.06 per sq ft
Plumbing - warehouse	1/2 Plumbing Rate
Gas Piping / Fixtures	\$0.06 per sq ft
Mechanical Hood	\$180.00

Miscellaneous Permits	Permit Fee
Aluminum Construction without slab / foundation	\$0.18 per sq ft; \$90.00 minimum
Aluminum Construction with slab / foundation	\$0.30 per sq ft; \$120.00 minimum
Pool enclosures without slab / foundation	1/2 aluminum rate; \$90.00 minimum
Pool enclosures with slab / foundation	1/2 aluminum rate; \$120.00 minimum
Tent	\$90.00
Fence (does not include utility structures)	\$60.00
Preliminary Inspection Prior to the moving or setup of any building or structure	\$120.00
Demolition - Any Building or Structure or Interior	\$132.00
General Permit for jobs not covered on fee schedule, job evaluation cost below \$800.00 with Building Official approval	\$25.00

SWIMMING POOL PERMITS	PERMIT FEE
Spa	\$120.00
Private above ground swimming pools	\$120.00
Private in ground swimming pools	\$300.00
Commercial Swimming Pools	\$420.00

PERMIT RENEWALS	PERMIT RENEWAL FEE
NOTE: When reviewing a building permit, the following percentages shall be used for purposes of calculating the fee (the percentage represents the work completed). Does not include electrical	
If first inspection was never made, renewal must be at full current value	100.00%
Slab inspection approved and slab poured	80.00%
Lintel Inspection Approved	60.00%
Framing and Rough Out Inspections Approved	40.00%
Insulation Inspection Approved	20.00%
For Final Inspections Only	10.00%
Electrical, plumbing, fire, gas, and mechanical permit renewal fees	Minimum Permit Fee for Each

WORKING WITHOUT PERMITS	FEE IMPOSED
If any person commences work on a building or structure before obtaining the necessary permits, they shall be subject to a penalty as specified.	\$150.00 or double the permit fee Whichever is greater



AGENDA MEMORANDUM

Item No: 6B.

Meeting Date: March 14, 2016

From: William Spinelli, CPA Finance Director

Subject: Changes in the City of Leesburg Municipal Officers' Pension Trust Fund

Staff Recommendation:

Police Pension changes recommended by the Board for adoption by the City Commission.

Analysis:

Adoption of changes by the Florida Legislature of Chapter 2015-39, Laws of Florida, and changes to the Internal Revenue Code and its associated Regulations, as well as guidance from the IRS.

See Attach letter from Attorney Scott Christiansen Police Pension Attorney.

Options:

1. Approve Ordinance
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

No direct fiscal impact to the budget.

Submission Date and Time: 3/9/2016 4:03 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No____ Advertised:____Not Required____ Dates: _____ Attorney Review : Yes____ No____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' RETIREMENT FUND, OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG; AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 2, MEMBERSHIP; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 15, MAXIMUM PENSION; AMENDING SECTION 17, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 26, PRIOR POLICE SERVICE; AMENDING SECTION 28, DEFERRED RETIREMENT OPTION PLAN; ADDING SECTION 31, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA;

SECTION 1: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 1, Definitions, to amend the definitions of "Credited Service", "Effective Date", and "Spouse", to read as follows:

* * * * *

Credited Service means the total number of years and fractional parts of years of service as a Police Officer with Member contributions, when required, omitting intervening years or fractional parts of years when such Member was not employed by the City as a Police Officer. A Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five (5) years after leaving the employ of the Police Department pending the possibility of being reemployed as a Police Officer, without losing credit for the time that he was a Member of the System. If a vested Member leaves the employ of the Police Department, his Accumulated Contributions will be returned only upon his written request. If a Member who is not vested is not reemployed as a Police Officer with the Police Department within five (5) years, his Accumulated Contributions, if one-thousand dollars (\$1,000.00) or less, shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars (\$1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a Member's Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated. Upon any reemployment, a Police Officer shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his Accumulated Contributions from the Fund, unless the Police Officer repays into the Fund the contributions he has withdrawn, with interest, as determined by the Board, within ninety (90) days after his reemployment.

The years or fractional parts of years that a Member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after

separation from employment as a Police Officer with the City to perform training or service, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

- A. The Member is entitled to reemployment under the provisions of USERRA.
- B. The Member returns to his employment as a Police Officer within one (1) year from the earlier of the date of his military discharge or his release from active service under honorable conditions, unless otherwise required by USERRA.
- C. The maximum credit for military service pursuant to this paragraph shall be five (5) years.
- D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City or in the Plan Year in which the Member terminates employment.

Effective Date means ~~the date on which this ordinance becomes effective June 8, 1992,~~ except that the normal retirement benefit and early retirement benefit set forth in Section 6 and the Definitions in Section 1 will be retroactive to all Members eligible for early retirement on or after September 6, 1989, but no retroactive payments shall be made.

* * * * *

Spouse means ~~the lawful wife or husband of a Member or a Retiree~~ Member's or Retiree's spouse under applicable law at the time benefits become payable.

* * * * *

SECTION 2: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 2, Membership, to read as follows:

SECTION 2: MEMBERSHIP.

1. Conditions of Eligibility.

All Police Officers as of the Effective Date, excepting those previously declining participation in this System, and all future Police Officers, shall become Members of this System as a condition of employment.

2. ~~Opt In Window.~~

~~Any currently employed Police Officer as of the effective date who has previously opted not to become a Member of the System, may, within one (1) year of the effective date of the ordinance adopting this subsection, elect to enter the System and such Police Officer opting in may purchase prior years of Credited Service as a Police Officer pursuant to Section 26, but the benefit accrual rate for any years purchased shall be two percent (2%). For purposes of applying the presumptions for in-line-of-duty disability benefits, such Member shall be considered a new Police Officer.~~

3 2. Designation of Beneficiary.

Each Police Officer shall complete a form prescribed by the Board designating a Beneficiary or Beneficiaries.

SECTION 3: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 4, Finances and Fund Management, subsection 6.B.(3), to read as follows:

* * * * *

- (3) In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, ~~and~~ Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or a separate tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or plan.

- a. Any collective or common group trust to which assets of the Fund are transferred pursuant to subsection (3) shall be adopted by the Board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.
- b. The separate account maintained by the group trust for the plan pursuant to subsection (3) shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the Members and beneficiaries of the plan.
- c. For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

* * * * *

SECTION 4: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 6, Benefit Amounts and Eligibility, subsection 1., Normal Retirement Date, to read as follows:

* * * * *

1. Normal Retirement Age and Date.

For a Member who will be eligible for normal retirement on or before September 30, 2015, the Member's normal retirement date shall be the first day of the month coincident with, or next following, the earlier of the attainment of age fifty (50) and the completion of twenty five (25) years of Credited Service, or the attainment of age fifty five (55) and the completion of ten (10) years of Credited Service. For a Member who will be eligible for normal retirement on or after October 1, 2015, the Member's normal retirement date shall be the first day of the month coincident with, or next following, the earlier of the attainment of age fifty two (52) and the completion of twenty five (25) years of Credited Service, or the attainment of age fifty five (55) and the completion of ten (10) years of Credited Service. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on his normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date. For a Member who was eligible for normal retirement on or before September 30, 2015, the Member's normal retirement age is the earlier of the attainment of age fifty (50) and the completion of twenty-five (25) years of Credited Service, or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. For a Member who is eligible for normal retirement on or after October 1, 2015, the Member's normal retirement age is the earlier of the attainment of age fifty-two (52) and the completion of twenty-five (25) years of Credited Service, or the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

* * * * *

SECTION 5: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by

amending Section 8, Disability, subsection 1., Disability Benefits In-Line of Duty, and subsection 3., Disability Benefits Not-in-Line of Duty, to read as follows:

* * * * *

1. Disability Benefits In-Line of Duty.

Any Member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability was directly caused by the performance of his duty as a Police Officer, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three percent (3%) of his Average Final Compensation for each year of Credited Service prior to May 27, 2003 and two percent (2%) of Average Final Compensation for each year of Credited Service thereafter, but in any event the minimum amount paid to the Member shall be fifty percent (50%) of his Average Final Compensation. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination.~~ Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * * * *

3. Disability Benefits Not-in Line of Duty.

Any Member with ten (10) years or more Credited Service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability is not directly caused by the performance of his duties as a Police Officer shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three percent (3%) of his Average Final Compensation for each year of Credited Service prior to May 27, 2003 and two percent (2%) of Average Final Compensation for each year of Credited Service thereafter, but in any event the minimum amount paid to the Member shall be twenty-five percent (25%) of his Average Final Compensation. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination.~~ Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * * * *

SECTION 6: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 10, Optional Forms of Benefits, subsection 2., to read as follows:

* * * * *

2. The Member, upon electing any option of this Section, will designate the joint pensioner (subsection 1., B. above) or Beneficiary (or Beneficiaries) to receive the benefit, if any,

payable under the System in the event of Member's death, and will have the power to change such designation from time to time. A Member may change his Beneficiary at any time. Such designation will name a joint pensioner or one (1) or more primary Beneficiaries where applicable. If a Member has elected an option with a joint pensioner and the Member's retirement income benefits have commenced, the Member may thereafter change his designated Beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a Member may substitute a new joint pensioner for a deceased joint pensioner. Effective January 1, 2006, any current retiree, regardless of his date of retirement, may elect the options provided for in this subsection 2. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

* * * * *

SECTION 7: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 15, Maximum Pension, subsections 6., 8., 12.B., and by adding subsection 13., to read as follows:

* * * * *

6. Less than Ten (10) Years of Participation ~~or Service~~.

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of ~~Credited Service with the City~~ participation shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of ~~Credited Service~~ participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

* * * * *

8. Ten Thousand Dollar (\$10,000) Limit; Less Than Ten Years of Service.

Notwithstanding anything in this Section 15, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limit set forth in this subsection 8. of Section 15 if the benefits payable, with respect to such Member under this System and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000) for the applicable limitation year ~~and or~~ for any prior limitation year, and the City has not at any time maintained a qualified defined contribution plan in which the Member participated; provided, however, that if the Member has completed less than ten (10) years of Credited Service with the City, the limit under this subsection 8. of Section 15 shall be a reduced limit equal to ten thousand dollars (\$10,000) multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service and the denominator of which is ten (10).

* * * * *

- B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system

or plan. This restriction does not apply to social security benefits or federal benefits under Chapter ~~67~~ 1223, Title 10, U.S. Code.

13. Effect of Direct Rollover on 415(b) Limit.

If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 8: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 17, Minimum Distribution of Benefits, subsection 2.B.(4), to read as follows:

* * * * *

- (4) If the Member's surviving spouse is the Member's sole designated beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse begin, this subsection 2.B., other than subsection 2.B.(1), will apply as if the surviving spouse were the Member.

For purposes of this subsection 2.B. ~~and subsection 5~~, distributions are considered to begin on the Member's required beginning date or, if subsection 2.B.(4) applies, the date of distributions are required to begin to the surviving spouse under subsection 2.B.(1). If annuity payments irrevocably commence to the Member before the Member's required beginning date (or to the Member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection 2.B.(1), the date distributions are considered to begin is the date distributions actually commence.

* * * * *

SECTION 9: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 26, Prior Police Service, subsection 5., to read as follows:

* * * * *

5. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other municipal, county or state law enforcement department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in Section 15, subsection ~~11.B~~ 12.B.

* * * * *

SECTION 10: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by amending Section 28, Deferred Retirement Option Plan, to read as follows:

SECTION 28: DEFERRED RETIREMENT OPTION PLAN.

1. Definitions.

As used in this Section 28, the following definitions apply:"

- A. "DROP" -- The City of Leesburg Police Officers' Deferred Retirement Option Plan.
- B. "DROP Account" -- The account established for each DROP participant under subsection 3.
- B. "Total return of the assets" -- For purposes of calculating earnings on a Member's DROP Account pursuant to subsection 3.B.(2), for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total plan assets.

2. Participation.

A. Eligibility to Participate.

In lieu of terminating his employment as a Police Officer, any Member who is eligible for normal retirement under the System may elect to defer receipt of such service retirement pension and to participate in the DROP.

B. Election to Participate.

A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

C. Period of Participation.

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City not later than the date provided for in the previous sentence. A Member may participate only once.

D. Termination of Participation.

(1) A Member's participation in the DROP shall cease at the earlier of:

- (a) the end of his permissible period of participation in the DROP as determined under subsection 2.C.; or
- (b) termination of his employment as a Police Officer.

(2) Upon the Member's termination of participation in the DROP, pursuant to subsection (a) above, all amounts provided for in subsection 3.B., including monthly benefits and investment earnings or losses, shall cease to be transferred from the System to his DROP

Account. Any amounts remaining in his DROP Account shall be paid to him in accordance with the provisions of subsection 4. when he terminates his employment as a Police Officer.

- (3) A Member who terminates his participation in the DROP under this subsection 2.D. shall not be permitted to again become a participant in the DROP.

E. Effect of DROP Participation on the System.

- (1) A Member's Credited Service and his accrued benefit under the System shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the Member's Salary for the purposes of calculating his Average Final Compensation shall include an amount equal to any lump sum payments which would have been paid to the Member and included as Salary as defined herein, had the Member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the Member shall be deducted from the first payments to the Member's DROP Account. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for retirees in the System) while he is a participant in the DROP. After a Member commences participation, he shall not be permitted to again contribute to the System nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Section 30, Reemployment After Retirement.
- (2) No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. Unless otherwise specified in the System, if a Member's participation in the DROP is terminated other than by terminating his employment as a Police Officer, no amounts shall be paid to him from the System until he terminates his employment as a Police Officer. Unless otherwise specified in the System, amounts transferred from the System to the Member's DROP Account shall be paid directly to the member only on the termination of his employment as a Police Officer.

3. Funding.

A. Establishment of DROP Account.

A DROP Account shall be established for each Member participating in the DROP. A Member's DROP Account shall consist of amounts transferred to the DROP under subsection 3.B., and earnings or losses on those amounts.

B. Transfers from Retirement System.

- (1) As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he would

have received under the System had he terminated his employment as a Police Officer and elected to receive monthly benefit payments thereunder shall be transferred to his DROP Account, except as otherwise provided for in subsection 2.D.(2). A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsections 2.C. and 2.D., but in no event shall it continue past the date he terminates his employment as a Police Officer.

- (2) Except as otherwise provided in subsection 2.D.(2), a Member's DROP Account under this subsection 3.B. shall be debited or credited with earnings or losses ~~after each fiscal year quarter. to be credited or debited to the Member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows:~~

The average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the net investment return realized by the System for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a Member's DROP Account pursuant to this subsection 3.B.(2), brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

- (3) A Member's DROP Account shall only be credited or debited with earnings or losses and monthly benefits while the Member is a participant in the DROP. A Member's final DROP account value for distribution to the Member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter and prior to distribution. If a Member fails to terminate employment after participating in the DROP for the permissible period of DROP participation, then beginning with the Member's first month of employment following the last month of the permissible period of DROP participation, the Member's DROP Account will no longer be credited or debited with earnings or losses nor will monthly benefits be transferred to the DROP Account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member is employed by the Police Department and no cost-of-living adjustments shall be applied to the Member's credit during such period of continued employment. A Member employed by the Police Department after the permissible period of DROP participation will still not be eligible for pre-retirement death and disability benefits, and will not accrue additional

Credited Service, except as provided for in Section 30, Reemployment After Retirement.

4. Distribution of DROP Accounts on Termination of Employment.

A. Eligibility for Benefits.

A Member shall receive the balance in his DROP Account in accordance with the provisions of this subsection 4. upon his termination of employment as a Police Officer. Except as provided in subsection 4.E., no amounts shall be paid to a Member from the DROP prior to his termination of employment as a Police Officer.

B. Form of Distribution.

(1) Unless the Member elects otherwise, distribution of his DROP Account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection 4.F. A Member may, however, elect, in such time and manner as the Board shall prescribe, to receive an optional form of benefit described below.

(a) Until the value of the Member's DROP Account is completely depleted, payments in approximately equal quarterly or annual installments over a period, designated by the Member, not to exceed the life expectancy of the last survivor of the Member and his Beneficiary. In the event that the Member dies before all installments have been paid, the remaining balance in his DROP Account shall be paid in an immediate ~~cash~~ lump sum to his Beneficiary, or if none is designated, then to the Member's estate.

(2) Notwithstanding the preceding, if a Member dies before his benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member's estate.

C. Date of Payment of Distribution.

(1) Except as otherwise provided in this subsection 4., distribution of a Member's DROP Account shall be made as soon as administratively practicable following the Member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election on forms designated by the Board to either receive a cash lump sum or a rollover of the lump sum amount.

D. Proof of Death and Right of Beneficiary or Other Person.

The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member's DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

E. Distribution Limitation.

Notwithstanding any other provision of subsection 4., all distributions from the DROP shall conform to the "Minimum Distribution of Benefits" provisions as provided for herein.

F. Direct Rollover of Certain Distributions.

This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the System in Section 25 (Rollovers).

5. Administration of Drop.

A. Board Administers the DROP.

The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board. The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.

B. Individual Accounts, Records and Reports.

The Board shall maintain records showing the operation and condition of the DROP, including records showing the individual balances in each Member's DROP Account, and the Board shall keep in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The Board shall prepare and distribute to Members participating in the DROP and other individuals or file with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code, and any other applicable laws.

C. Establishment of Rules.

Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any

benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the Board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.

D. Limitation of Liability.

- (1) The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.
- (2) Neither the Board nor any trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

6. General Provisions.

A. The DROP is not a separate retirement plan.

Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to accrue future retirement benefits in the manner provided in this Section 28 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member's monthly benefit.

B. Notional account.

The DROP Account established for such a Member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP account.

C. No employer discretion.

The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

D. IRC limit.

The DROP Account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

(A E) Amendment of Drop.

The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.

B E. Facility of Payment.

If a Member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the Board shall direct that any benefit due him, shall be made only to a duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

C G. Information.

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the Board the information that it shall require to establish his rights and benefits under the DROP.

D H. Prevention of Escheat.

If the Board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the Board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Board or the City. If such person has not made written claim therefor within three (3) months of the date of the mailing, the Board may, if it so elects and upon receiving advice from counsel to the System, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the System. Upon such cancellation, the System shall have no further liability therefor except that, in the event such person or his Beneficiary later notifies the Board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

E I. Written Elections, Notification.

- (1) Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from time to time the manner for making notifications, elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

- (2) Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his current address and any subsequent changes in his address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his address.

~~F~~ J. Benefits Not Guaranteed.

All benefits payable to a Member from the DROP shall be paid only from the assets of the Member's DROP Account and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

~~G~~ K. Construction.

- (1) The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.
- (2) The titles and headings of the subsections in this Section 28 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

~~H~~ L. Forfeiture of Retirement Benefits. Nothing in this Section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the System. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

~~I~~ M. Effect of DROP Participation on Employment.

Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 11: That Chapter 17, Pensions and Retirement, Article IV, Police Officers' Retirement Fund, of the Code of Ordinances of the City of Leesburg, is hereby amended by adding Section 31, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts, to read as follows:

SECTION 31. **SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 185 SHARE ACCOUNTS.**

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this plan, such benefit to be funded solely and entirely by Chapter 185, Florida Statutes, premium tax monies for each plan year which are allocated to this supplemental component as provided for in Section 185.35, Florida Statutes. Amounts allocated to this supplemental component ("Share Plan"), if any, shall be further allocated to the Members and DROP participants as follows:

1. Individual Member Share Accounts.

The Board shall create individual "Member Share Accounts" for all actively employed plan Members and DROP participants and maintain appropriate books and records showing the respective interest of each Member or DROP participant hereunder. Each Member or DROP participant shall have a Member Share Account for his share of the Chapter 185, Florida Statutes, tax revenues described above, forfeitures and income and expense adjustments relating thereto. The Board shall maintain separate Member Share Accounts, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

2. Share Account Funding.

- A. Individual Member Share Accounts shall be established as of September 30, 2015 for all Members and DROP participants who were actively employed as of October 1, 2014. Individual Member Share Accounts shall be credited with an allocation as provided for in the following subsection 3. of any premium tax monies which have been allocated to the share plan for that Plan Year, beginning with the Plan Year ending September 30, 2015.
- B. In addition, any forfeitures as provided in subsection 4., shall be allocated to the individual Member Share Accounts in accordance with the formula set forth in subsection 4.

3. Allocation of Monies to Share Accounts.

A. Allocation of Chapter 185 Contributions.

- (1) Effective as of September 30, 2015, the amount of any premium tax monies allocated to the share plan shall be allocated to individual Member Share Accounts as provided for in this subsection. Members retiring (or entering DROP) on or after October 1, 2014 and prior to September 30, 2015 shall receive an allocation. In addition, all premium tax monies allocated to the Share Plan in any subsequent Plan Year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual Member Share Accounts at the end of each Plan Year on September 30 (a "valuation date").
- (2) On each valuation date, each current actively employed Member of the plan not participating in the DROP, each DROP participant and each Retiree who retires or DROP participant who has terminated DROP participation in the Plan Year ending on the valuation date (including each disability retiree), or Beneficiary of a deceased Member (not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:
- (3) The total funds subject to allocation on each valuation date shall be allocated to each Member Share Account of those eligible for an allocation in an amount equal to a fraction of the total amount, the numerator of which shall be the individual's total years and fractional parts of years of Credited Service as of the valuation date, and the denominator of which shall be the sum of the total years and

fractional parts of years of Credited Service as of the valuation date of all individuals to whom allocations are being made. Beneficiaries shall receive an allocation based on the years of Credited Service of the deceased Member or DROP participant.

- (4) Re-employed Retirees shall be deemed new employees and shall receive an allocation based solely on the Credited Service in the reemployment period.

B. Allocation of Investment Gains and Losses.

On each valuation date, each individual Member Share Account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual Member Share Accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a Member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

C. Allocation of Costs, Fees and Expenses.

On each valuation date, each individual Member Share Account shall be adjusted to allocate its pro rata share of the costs, fees and expenses of administration of the Share Plan. These fees shall be allocated to each individual Member Share Account on a proportionate basis taking the costs, fees and expenses of administration of the Share Plan as a whole multiplied by a fraction, the numerator of which is the total assets in each individual Member Share Account (after adding the annual investment gain or loss) and the denominator of which is the total assets of the fund as a whole as of the same date.

D. No Right to Allocation.

The fact of allocation or credit of an allocation to a Member's Share Account by the Board shall not vest in any Member, any right, title, or interest in the assets of the trust or in the Chapter 185, Florida Statutes, tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.

E. Members and DROP participant shall be provided annual statements setting forth their share account balance as of the end of the Plan Year.

4. Forfeitures.

Any Member who has less than ten (10) years of Credited Service and who is not otherwise eligible for payment of benefits after termination of employment with the City as provided for in subsection 5. shall forfeit his individual Member Share Account. Forfeited amounts shall be redistributed to the other individual Member Share Accounts on each valuation date in an amount determined in accordance with subsection 3.A.

5. Eligibility For Benefits.

Any Member (or his Beneficiary) who terminates employment as a Police Officer with the City or who dies, upon application filed with the Board, shall be entitled to be paid the value of his individual Member Share Account, subject to the following criteria:

A. Retirement Benefit.

- (1) A Member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early Retirement pursuant to Section 6, or if the Member enters the DROP, upon termination of employment.
- (2) Such payment shall be made as provided in subsection 6.

B. Termination Benefit.

- (1) In the event that a Member's employment as a Police Officer is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 9.
- (2) Such payment shall be made as provided in subsection 6.

C. Disability Benefit.

- (1) In the event that a Member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 8, subsection 1. or a not-in-line of duty disability benefit pursuant to Section 8, subsection 3., he shall be entitled to one hundred percent (100%) of the value of his share account.
- (2) Such payment shall be made as provided in subsection 6.

D. Death Benefit.

- (1) In the event that a Member or DROP participant dies while actively employed as a Police Officer, one hundred percent (100%) of the value of his Member Share Account shall be paid to his designated Beneficiary as provided in Section 7.
- (2) Such payment shall be made as provided in subsection 6.

6. Payment of Benefits.

If a Member terminates employment for any reason or dies and he or his Beneficiary is otherwise entitled to receive the balance in the Member's share account, the Member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection 3. above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.

7. Benefits Not Guaranteed.

All benefits payable under this Section 31 shall be paid only from the assets accounted for in individual Member Share Accounts. Neither the City nor the Board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the Board nor any Trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the Member Share Account balances, except due to his or its own negligence, willful misconduct or lack of good faith. All investments shall be made by the Board subject to the restrictions otherwise applicable to fund investments.

8. Notional Account.

The Member Share Account is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member or DROP participant until the Member's or DROP participant's termination from employment. The Member or DROP participant has no control over the investment of the share account.

9. No Employer Discretion.

The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.

10. Maximum Additions.

Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the Code pursuant to the provisions of Section 15, subsection 11.

11. IRC Limit.

The share account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

SECTION 12: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Leesburg.

SECTION 13: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 14: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 15: That this Ordinance shall be effective upon adoption.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, HELD ON THE ____ DAY OF _____, 2016.

Mayor-Commissioner

ATTEST:

City Clerk

Law Offices

Christiansen & Dehner, P.A.

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

January 8, 2016

Mr. Bill Spinelli, Finance Director
City of Leesburg
Post Office Box 490630
Leesburg, FL 34749-0630

Re: City of Leesburg Municipal Police Officers' Pension Trust Fund - Proposed Ordinance

Dear Mr. Spinelli:

As you know, I represent the Board of Trustees of the City of Leesburg Municipal Police Officers' Pension Trust Fund. Enclosed please find a proposed ordinance amending the City of Leesburg Municipal Police Officers' Pension Trust Fund, which has been recommended by the Board for adoption by the City Commission. With the recent adoption by the Florida Legislature of Chapter 2015-39, Laws of Florida, and changes to the Internal Revenue Code (IRC) and its associated Regulations, as well as guidance from the Internal Revenue Service (IRS), the following amendments to the pension plan are proposed:

1. Section 1, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
 - a. Credited Service - to clarify IRC regulations on leave conversions
 - b. Effective Date - to correctly reflect the original effective date of the plan
 - c. Spouse - To clarify the definition in accordance with a recent US Supreme Court ruling
2. Section 2, Membership, has been amended to remove the expired Opt-in provisions that is no longer applicable to this plan.
3. Section 4, Finances and Fund Management, is being amended to further incorporate recent IRC requirements with regard to investments in commingled funds.
4. Section 6, Benefit amounts and eligibility, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date.

5. Section 8, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension who have been terminated by the City due to medical reasons.
6. Section 10, Optional Forms of Benefits, subsection 2., has been amended to clarify that if proof of good health of a joint pensioner who is being replaced is not provided, the actuary will assume that the joint pensioner is deceased for purposes of calculating the revised benefit amount.
7. Section 15, Maximum Pension, has had several subsections amended to comply with IRC changes.
8. Section 17, Minimum Distribution of Benefits, is being amended for a reference clarification in subsection 2.B.(4).
9. Section 26, Prior Police Service, subsection 5., is being amended to correct a reference.
10. Section 28, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to: i) clarify investment returns on DROP accounts, ii) clarify when interest and earnings are calculated and paid, and iii) add several sections clarifying the DROP provisions as required by the IRS.
11. Section 31, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts, is a new Section being added to the plan. This Section creates a 'Share Plan', or defined contribution component, and the addition of a share plan is a requirement of recently adopted Chapter 2015-39, Laws of Florida, for all pension plans that are subject to the provisions of Chapters 175 and 185, Florida Statutes.

This Share Plan provides for a share account for each member of the plan. The Share Plan is to be funded solely and entirely by Chapter 185, Florida Statutes, premium tax monies for each plan year that funding is made available to it in accordance with governing Florida Statutes and/or mutual agreement between the City and the Union. This supplemental benefit, by mutual consent, is not being funded at this time.

Should the share plan be funded, at retirement, termination (vested), disability or death, there is an additional lump sum benefit paid to the eligible member. In this ordinance available share plan funding is allocated to the members' accounts based on a formula which provides an allocation based on years of credited service. Other allocation methods (i.e. equal allocation) could be considered if requested by the Union. Each share account receives its proportionate share of the income or loss on the assets in the plan.

Mr. Bill Spinelli

January 8, 2016

Page 3

By copy of this letter to the Board's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter indicating the cost, if any, associated with the adoption of this ordinance. If you have any questions with regard to this ordinance, please feel free to give me a call.

Yours very truly,

A handwritten signature in black ink, appearing to read "Scott R. Christiansen", with a large, sweeping flourish at the end.

Scott R. Christiansen

SRC/dm
enclosure

cc: Patrick Donlan, with enclosure
Barbara Cooper, with enclosure

February 29, 2016

VIA EMAIL AND MAIL

Ms. Barbara Cooper
Post Office Box 296
Danville, Indiana 46122

Re: City of Leesburg
Municipal Police Officers' Pension Trust Fund

Dear Barb:

In response to the email from Bill Spinelli dated January 8, 2016, we have reviewed the proposed Ordinance (identified on page 19 as dm\lsb\pol\01-08-16.ord) amending the Plan to comply with recent changes to the Internal Revenue Code and to establish a Share Plan. We have determined that its adoption will have no impact on the assumptions used in determining the funding requirements of the program.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Ms. Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Patrick T. Donlan

Cc: Scott R. Christiansen, Plan Attorney

AGENDA MEMORANDUM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, VACATING A PORTION OF KAOLIN STREET RIGHT OF WAY, AS SHOWN ON THE OFFICIAL RECORDED PLAT OF THE CITY OF LEESBURG, RECORDED IN PLAT BOOK 2, PAGE 19 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; GENERALLY LOCATED NORTH OF CLEVELAND STREET, EAST OF CANAL STREET AND SOUTH OF THE ABANDONED RAILROAD RIGHT OF WAY, LYING IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

The City Commission of the City of Leesburg, Florida, finding that the below described portion of Kaolin Street right of way in the City of Leesburg, Lake County, Florida, is not needed for any public purpose, therefore the portion of said right of way, legally described below is hereby vacated and relinquished, and except as reserved hereinafter:

Legal Description of right to be vacated:

That portion of Kaolin Street Lying North of the Northerly right of way line of Cleveland Street and South of the Southerly Right of Way of the abandoned railroad right of way, being a portion of the Official Plat of the City of Leesburg, recorded in Plat Book 2, Page 19, in the Public Records of Lake County, Florida.

Section 2.

The City Commission specifically reserves in perpetuity, for the use and benefit of the City of Leesburg, an easement for utilities, existing or proposed, and for the maintenance, upgrade, replacement, and construction of said utilities, over all roads, streets, and alleys otherwise vacated by this ordinance.

Section 3.

The City of Leesburg prohibits the erection of structures, building, dwelling and any other above ground improvement in the vacated area described above. The vacated area maybe be used for parking, drive isles and any other pedestrian or motor vehicle surface.

Section 4.

This ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2016.

Mayor

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No: 6D.

Meeting Date: March 14, 2016

From: Dan Miller, Planning and Zoning Manager

Subject: Ordinance annexing approximately 19.77 acres on the east side of U.S. Highway 27 and north of County Road 33 (Elderfire Lodges, LLC)

Staff Recommendation

The Planning and Zoning staff and Planning Commission recommend approval of the proposed annexation of 19.77 +/- acres for Elderfire Lodges, LLC.

Analysis

The applicant has submitted a request for annexation of approximately 19.77 acres of land generally located on the east side of U.S. Highway 27 and north of County Road 33, as shown on the attached General Location Map. The property is currently undeveloped. The proposed use is to build an assisted living facility with associated medical, retail, pharmacy and office uses on the property in the future.

The current zoning is Lake County C-1 (Neighborhood Commercial) and R6 (Urban Residential), and the proposed zoning districts are City SPUD (Small Planned Unit Development) and P (Public). The current Future Land Use designation is Lake County Urban Low Density with the proposed Future Land Use designations being City General Commercial and Public. Upon annexation, the property will be split for purposes of zoning and comp plan assignments into two areas, the developable parcel on the west at 9.6 +/- acres, and the wetlands area on the east at 10.9 +/- acres. Separating the wetland areas that are located on the east side of the property for zoning and comp plan purposes will help assure their preservation.

The property is adjacent to the current city limits to the north. It is expected that this development, when completed, will be an encouragement for additional property along U.S. 27 to develop as well, thereby further improving the City's tax base. Annexation of this property would allow for more efficient and appropriate land uses of the subject property, and encourage similar commercial, office and retail uses as the area along U.S. Highway 27. City of Leesburg utility services are located in the area.

Also on the March 14th and March 28th City Commission agendas will be the large scale comprehensive plan amendments and rezoning applications for this property, with recommendations for approval from the staff and Planning Commission.

Options

1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property.
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:

A continuing positive fiscal impact will result from the annexation and future development of this property due to increased tax revenues added to the General Fund.

Submission Date and Time: 3/9/2016 4:04 PM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller, P&Z Mgr</u> Attachments: Yes___ No___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ MWR Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 19.77 ACRES AND BEING GENERALLY LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 27 AND NORTH OF COUNTY ROAD 33, LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, WHICH IS LOCATED WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA OF THE CITY OF LEESBURG AND LAKE COUNTY FLORIDA, PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE (Elderfire Lodges, LLC).

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Elderfire Lodges, LLC, for the property hereinafter described, which lies within the Interlocal Service Boundary Agreement Area of the City of Leesburg and Lake County, Florida, that the property hereinafter described be annexed to the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situate in Lake County, Florida, is more particularly described as:

Legal Description
(See EXHIBIT A)

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of

Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 3.

Section 3.

This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2016.

THE CITY OF LEESBURG

By: _____
Jay Hurley, Mayor

ATTEST:

J. Andi Purvis, City Clerk

EXHIBIT A

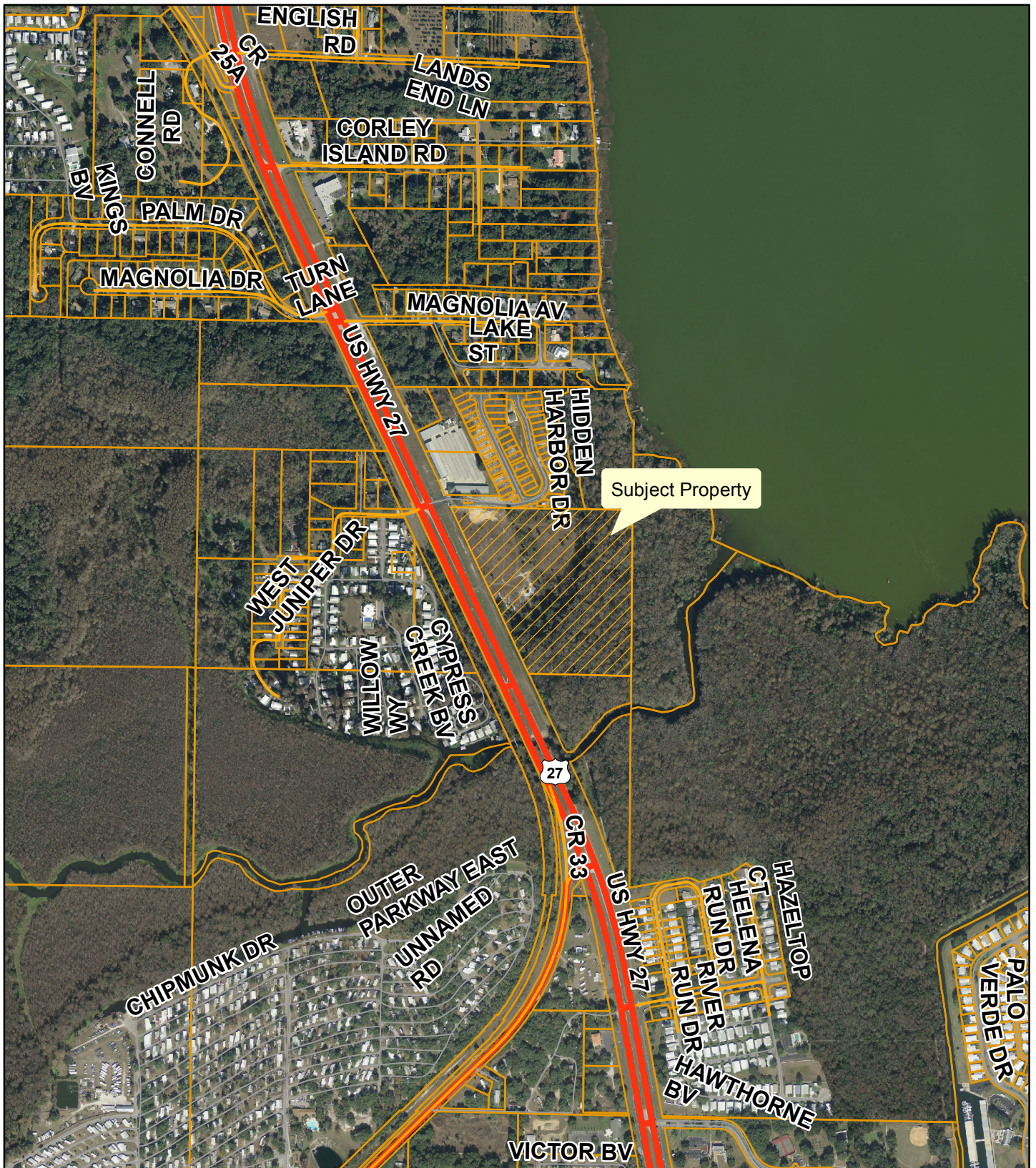
Legal Description

Elderfire Lodges

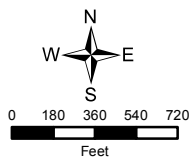
THAT PART OF THE SOUTH 1/2 OF LOTS 1, 2, 3, 4 AND ALL OF LOTS 13, 14, 15 AND 16, EDWARD DELOUEST'S SUBDIVISION, BEING EAST OF HIGHWAY NO. 27, IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA.

Alternate Key(s): 1320305

Aerial



**Planning
& Zoning
Division**

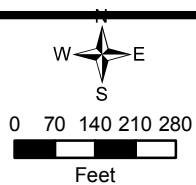


ANNX-16-1, LSCP-16-3, RZ-16-4
Elderfire Lodges LLC
AK #: 1320305
Sec 11 Twp 20 Rge 24

Surrounding Land Uses

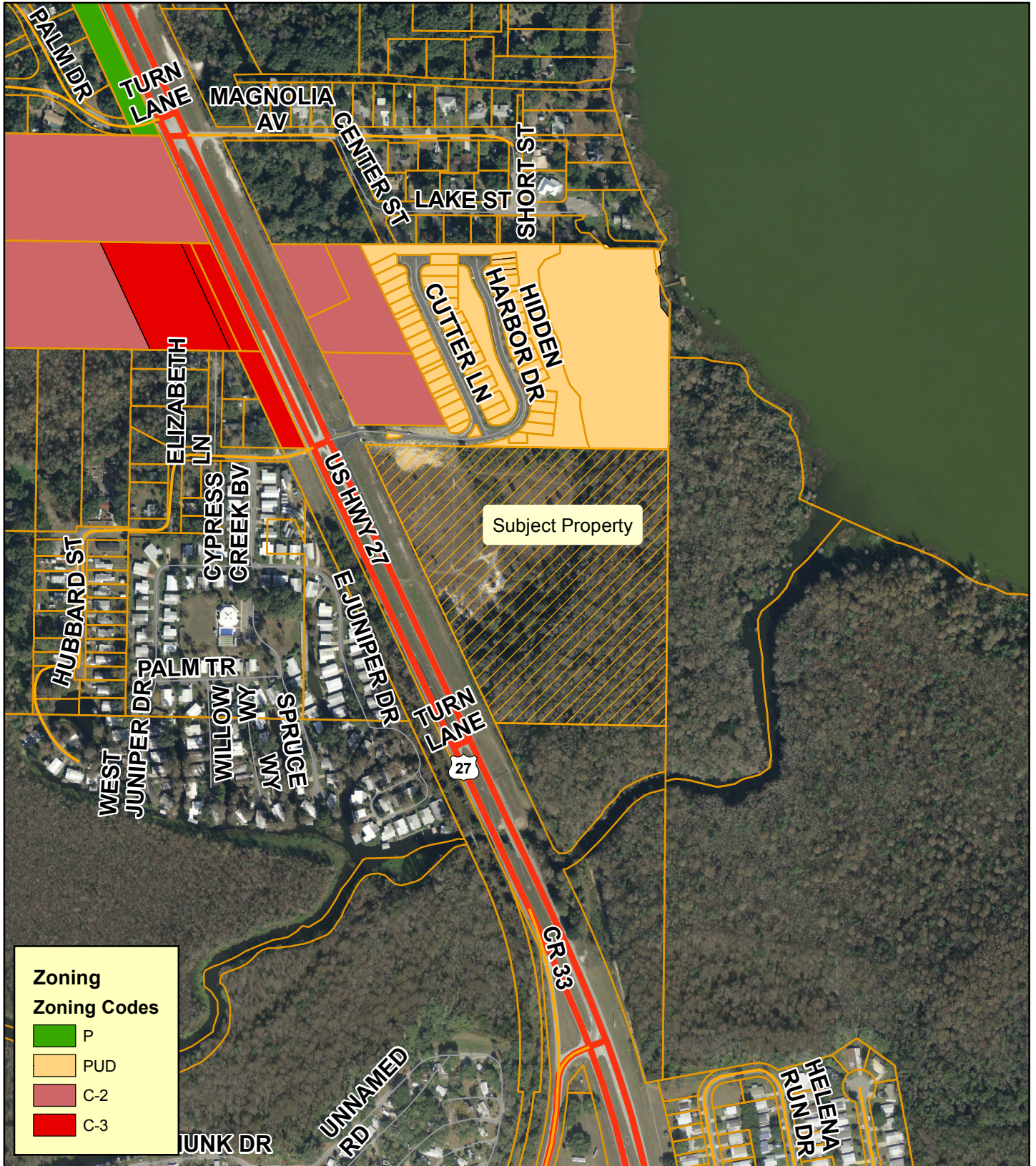


**Planning
& Zoning
Division**

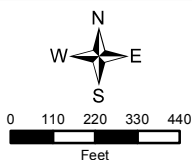


LSCP-16-3; RZ-16-4; SSCP-16-5; SPUD-16-6
Elderfire Lodges, LLC
AK #: 1320305
(As of 1/11/2016)

Zoning - City of Leesburg



**Planning
& Zoning
Division**

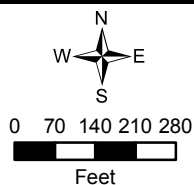


ANNX-16-1, RZ-16-4
 Elder Fire Lodges LLC
 AK #: 1320305 (portion of)
 Sec 11 Twp 20 Rge 24

Zoning - Lake County

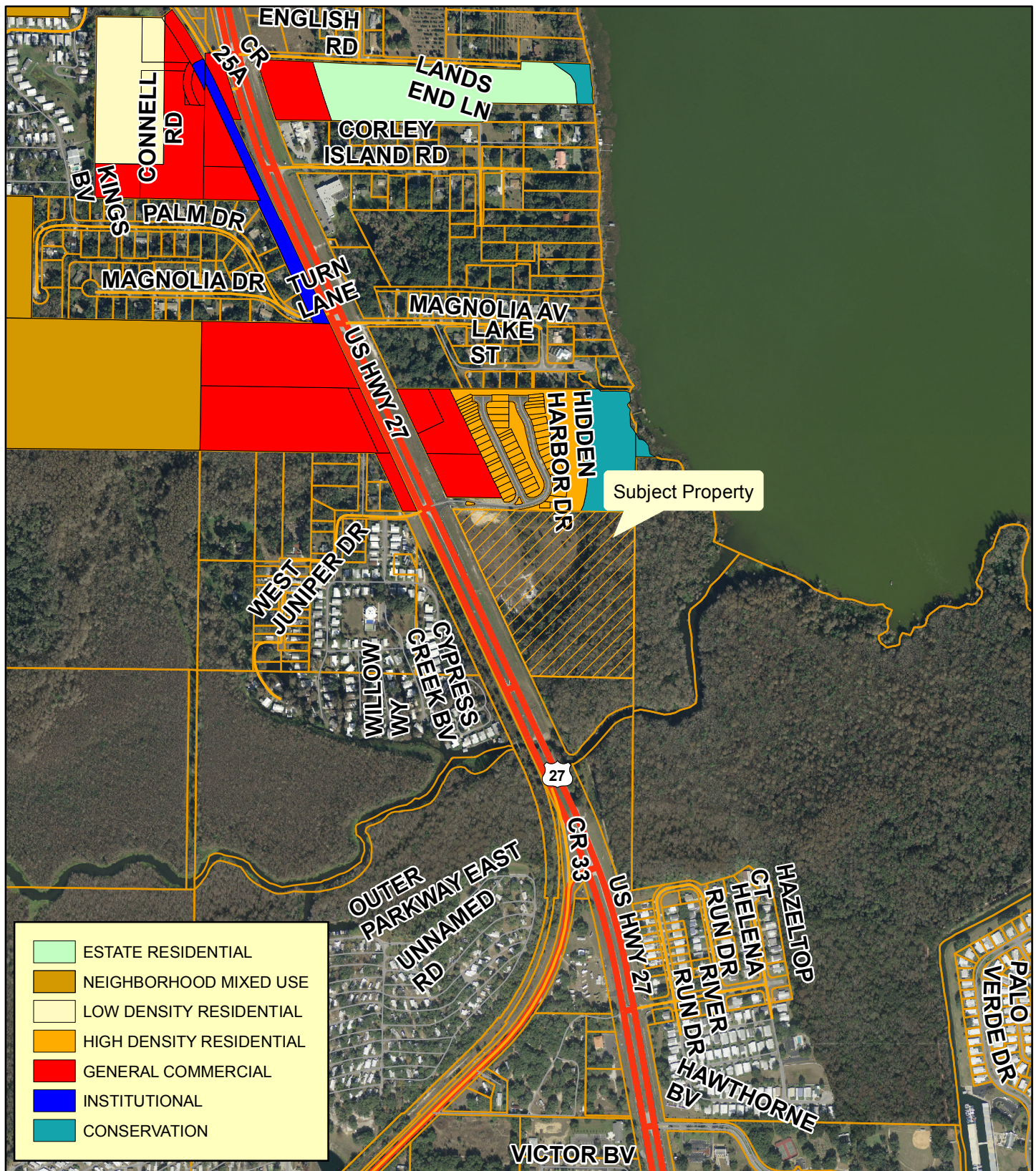


**Planning
& Zoning
Division**

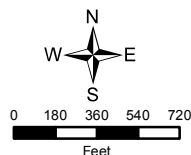


LSCP-16-3; RZ-16-4; SSCP-16-5; SPUD-16-6
Elderfire Lodges, LLC
AK #: 1320305

Future Land Use - City of Leesburg

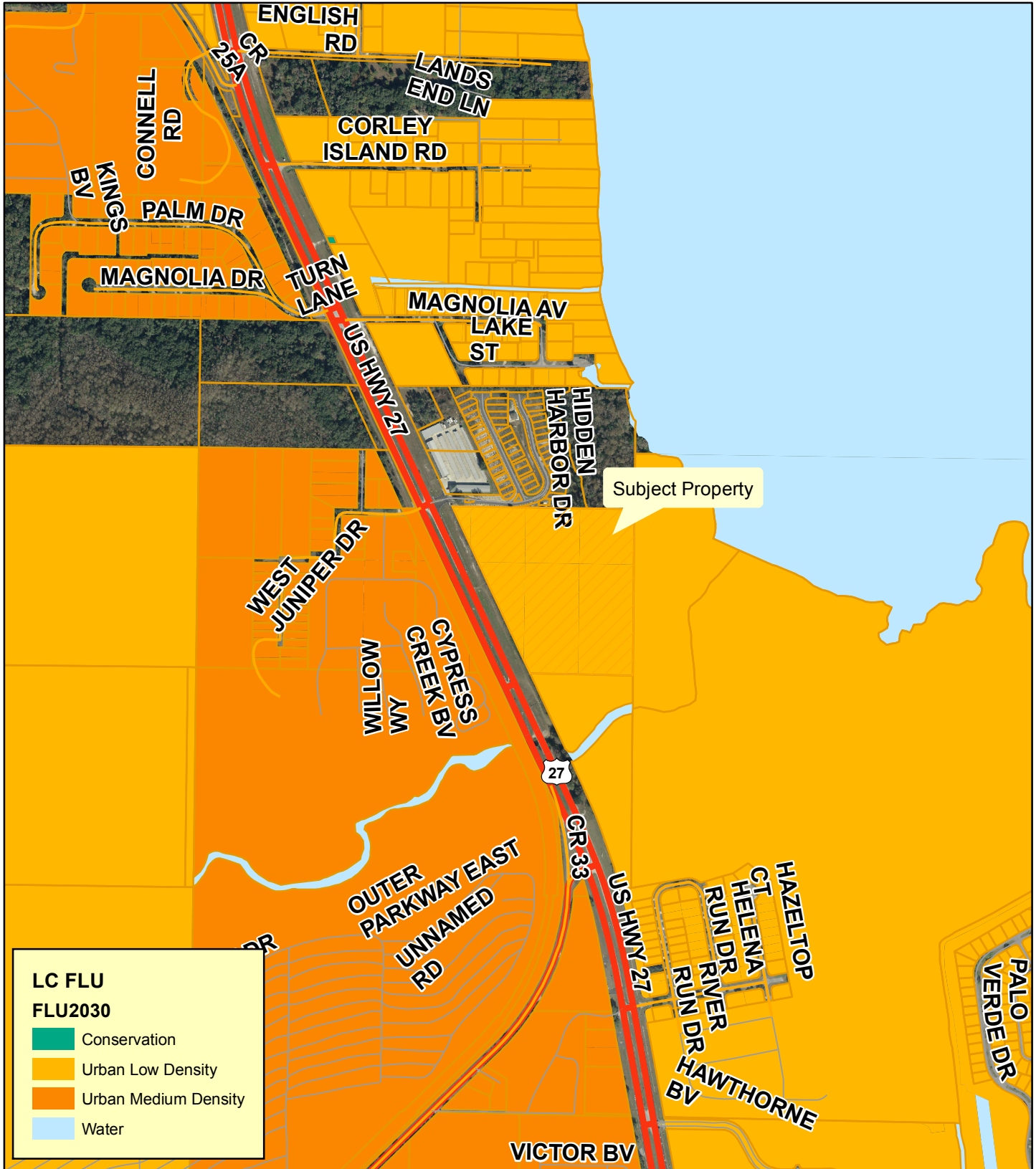


**Planning
& Zoning
Division**

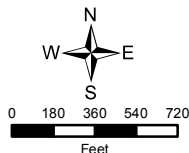


ANNX-16-1, LSCP-16-3, RZ-16-4
Elderfire Lodges LLC
AK #: 1320305
Sec 11 Twp 20 Rge 24

Future Land Use - Lake County

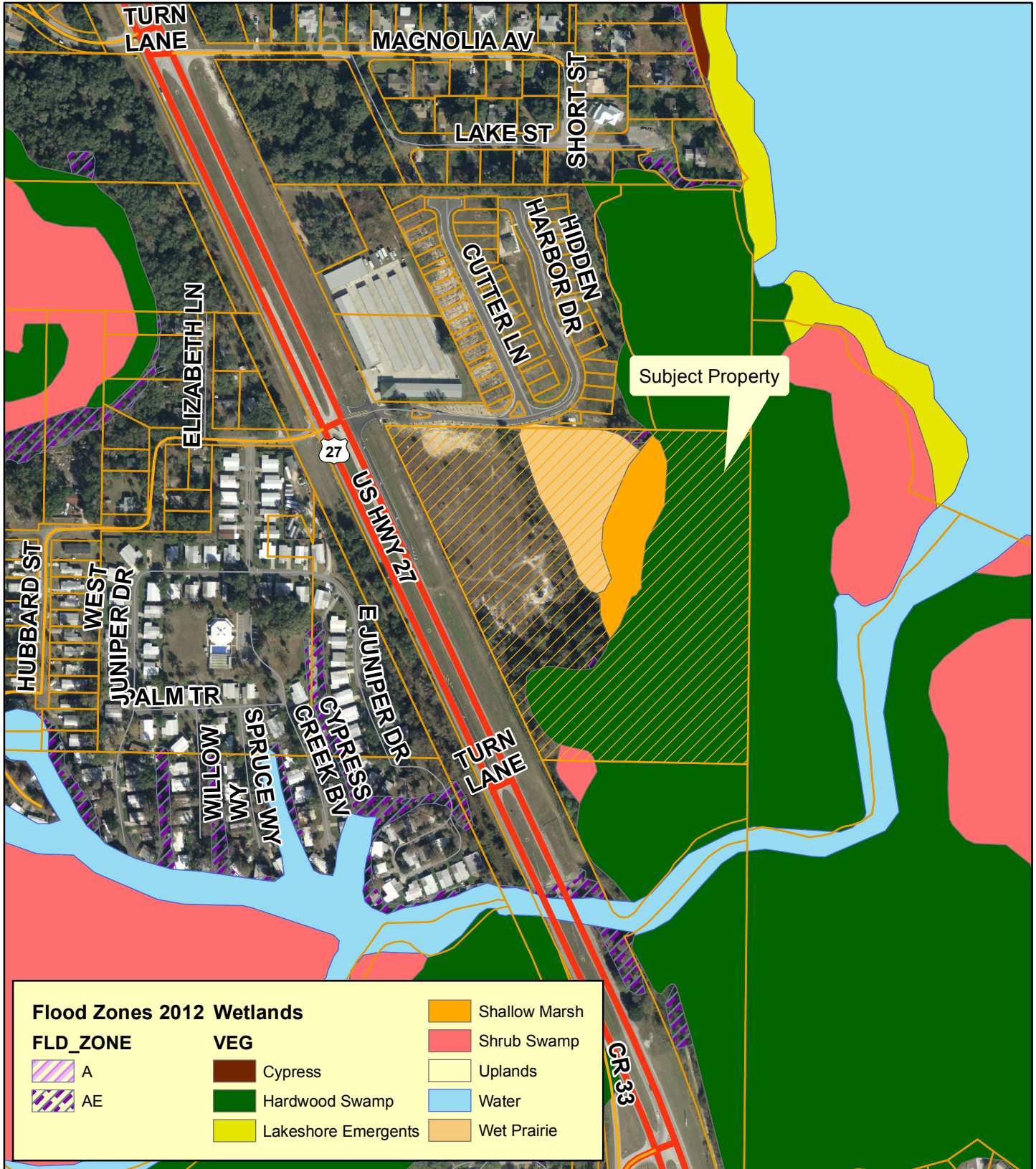


**Planning
& Zoning
Division**

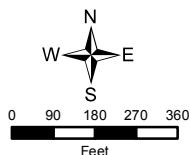


ANNX-16-1, LSCP-16-3, RZ-16-4
Elderfire Lodges LLC
AK #: 1320305
Sec 11 Twp 20 Rge 24

Wetlands and Flood Zones



**Planning
& Zoning
Division**



ANNX-16-1, LSCP-16-3, RZ-16-4
Elderfire Lodges LLC
AK #: 1320305
Sec 11 Twp 20 Rge 24



View along US Highway 27 looking northeast



View of US Highway 27 looking southwest
subject property on left



View along US Highway 27 looking northwest



AGENDA MEMORANDUM

Item No: 6E.

Meeting Date: March 14, 2016

From: Dan Miller, Planning and Zoning Manager

Subject: Small-Scale Comprehensive Plan Amendment changing the Future Land Use Map designation on approximately 9.65 acres from Lake County Urban Low Density to City General Commercial (Elderfire Lodges, LLC)

Staff Recommendation

Staff recommends approval of the ordinance amending the Comprehensive Plan by changing the Future Land Use Map designation on approximately 9.65 acres from Lake County Urban Low Density to City General Commercial for Elderfire Lodges, LLC.

Analysis

The applicant has submitted a request for a small scale comprehensive plan amendment for 9.65 +/- acres of land generally located on the east side of U.S. Highway 27 and north of County Road 33, as shown on the attached General Location Map. The property is currently undeveloped. The proposed use is to build an assisted living facility with associated medical, retail, pharmacy and office uses on the property in the future.

The current zoning is Lake County C-1 (Neighborhood Commercial) and R6 (Urban Residential), and the proposed zoning district is City SPUD (Small Planned Unit Development). The current Future Land Use designation is Lake County Urban Low Density with the proposed Future Land Use designation being City General Commercial. The proposed zoning designation of SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow a more appropriate mix of uses for the property than currently allowed. The proposed Future Land Use of General Commercial is appropriate for the location of the subject property.

The project site is ten (10) acres or less and is, therefore, considered a small scale comprehensive land use plan amendment. The City will notify the Florida Department of Economic Opportunity (FDEO) of the plan amendment and the Department will review the project site area to confirm that it is ten (10) acres or less. At that time, the Department will determine that it is a local issue and not subject to Department review.

The City of Leesburg Planning Commission met on February 18, 2016, and recommended approval of this request by a vote of 7-0.

Options

1. Approve the request to amend the Comprehensive Plan Future Land Use Map from Lake County Urban Low Density to City General Commercial;
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

No direct fiscal impact is associated with this proposed amendment, however, future development of the property is expected to bring a positive fiscal impact to the City of Leesburg through property taxes, utility fees, etc.

Submission Date and Time: 3/9/2016 4:04 PM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller, P&Z Manager</u> Attachments: Yes___ No ___ Advertised: <u>Not Required</u> Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ MWR Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 9.65 ACRES, BEING GENERALLY LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 27 AND NORTH OF COUNTY ROAD 33, LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL; AND PROVIDING AN EFFECTIVE DATE. (Elderfire Lodges, LLC)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission acting as the Local Planning Agency, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA,
that:

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner:

The Future Land Use Map is amended by changing the designation of an approximate 9.65 acre parcel of land generally located on the east side of U.S. Highway 27 and north of County Road 33, from Lake County Urban Low Density to City General Commercial as shown on the revised map of said area, lying in Section 11, Township 20 South, Range 24 East, Lake County, Florida, legally described as:

Legal Description
(See Exhibit A)

Section 2.

All ordinances or part of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2016.

THE CITY OF LEESBURG

By:

Jay Hurley, Mayor

ATTEST:

J. Andi Purvis, City Clerk

EXHIBIT A

Legal Description

Elderfire Lodges

LEGAL DESCRIPTION OF AREA LYING OUTSIDE OF WETLANDS:

THAT PART OF THE SOUTH 1/2 OF LOTS 1, 2, 3, 4 AND ALL OF LOTS 13, 14, 15 AND 16, EDWARD DELOUEST'S SUBDIVISION, BEING EAST OF HIGHWAY NO. 27 IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 WITH THE NORTH LINE OF THE SOUTH 1/2 OF LOT 4 OF EDWARD DELOUEST'S SUBDIVISION IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA AND RUN THENCE SOUTH 89°13'01" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF LOTS 4, 3 AND 2, OF SAID EDWARD DELOUEST'S SUBDIVISION A DISTANCE OF 655.44 FEET; THENCE SOUTH 68°46'04" EAST 46.60 FEET; THENCE SOUTH 68°46'04" EAST 70.65 FEET; THENCE SOUTH 47°43'34" EAST 44.10 FEET; THENCE SOUTH 11°14'34" EAST 70.42 FEET; THENCE SOUTH 20°47'59" EAST 79.79 FEET; THENCE SOUTH 20°06'22" WEST 86.66 FEET; THENCE SOUTH 13°13'22" WEST 43.23 FEET; THENCE SOUTH 24°08'58" WEST 56.92 FEET; THENCE SOUTH 19°02'27" WEST 96.89 FEET; THENCE SOUTH 22°11'35" WEST 53.73 FEET; THENCE SOUTH 40°14'09" WEST 49.33 FEET; THENCE SOUTH 38°33'42" WEST 30.67 FEET; THENCE SOUTH 65°03'53" WEST 29.63 FEET; THENCE SOUTH 29°22'22" WEST 42.14 FEET; THENCE SOUTH 39°15'53" WEST 35.59 FEET; THENCE SOUTH 52°00'23" WEST 52.91 FEET; THENCE SOUTH 76°27'09" WEST 56.98 FEET; THENCE SOUTH 73°55'44" WEST 46.57 FEET; THENCE SOUTH 74°10'01" WEST 27.77 FEET; THENCE SOUTH 69°38'09" WEST 31.73 FEET; THENCE SOUTH 74°44'46" WEST 31.65 FEET; THENCE SOUTH 74°44'46" WEST 16.10 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE NORTH 25°00'18" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 A DISTANCE OF 849.75 FEET TO THE POINT OF BEGINNING.

Alternate Key Number(s): that part of 1320305 as described above



**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: February 16, 2016
OWNER: Mohan J. Bhoola, Trustee
PETITIONER: Elderfire Lodges, LLC / Tom Hofmeister, Manager
PROJECT: Small Scale Comprehensive Plan Amendment
REQUEST: Amendment to the Future Land Use map from Lake County Urban Low Density to General Commercial
CASE NO.: SSCP-16-5

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments were received by February 16, 2016.

FIRE

City of Leesburg Fire Department had no comment as of February 9, 2016.
David D. Johnson, MPA, EFO, CPM, Fire Chief

ELECTRIC

City of Leesburg Electric Department had no comment as of February 9, 2016.
Steven C. Davis, Electric Service Planner Supervisor

WATER DISTRIBUTION

No comments were received by February 16, 2016.

WATER BACKFLOW

No comments were received by February 16, 2016.

STORMWATER

No comments were received by February 16, 2016.

WASTEWATER

No comments were received by February 16, 2016.

GAS

City of Leesburg Natural Gas Department advised that natural gas is available to the site; no issues

DEPARTMENTAL REVIEW SUMMARY

Elderfire Lodges, LLC - SSCP-16-5

as of February 11, 2016. Jessie Cummins

GIS

No comments were received by February 16, 2016.

BUILDING

No comments were received by February 16, 2016.

ENGINEERING/PUBLIC WORKS/SURVEY

No comments were received by February 16, 2016.

ADDRESSING

No comments were received by February 16, 2016.

ECONOMIC DEVELOPMENT

No comments were received by February 16, 2016.

PUBLIC RESPONSES

Approval:

No comments were received by February 16, 2016.

Disapproval:

No comments were received by February 16, 2016.

General Comments:

No comments were received by February 16, 2016.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: February 18, 2016
OWNER: Mohan J. Bhoola, Trustee
PETITIONER: Elderfire Lodges, LLC, Tom Hofmeister, President
PROJECT: Elderfire Lodges
REQUEST: Small Scale Comprehensive Amendment
CASE NO.: SSCP 16-5

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. This project meets the requirements of Chapter 163.3187(1)(c) Florida Statutes, for Small Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use Designation of City General Commercial is compatible with the adjacent property to the north designated City General Commercial, High Density Residential and Conservation, and with property to the south and east designated County Urban Low Density, and with property to the west designated County Urban Medium Density.
3. The proposed Future Land Use Designation of City General Commercial is compatible with the current surrounding zoning districts to the north designated City C-2 (Community Commercial) and PUD (Planned Unit Development) and with property to the south and east designated County CFD (Community Facilities District), and with property to the west designated RMRP (Residential Mobile Home Rental Park).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Small Scale Comprehensive Plan designation from Lake County Urban Low Density to City General Commercial and forward the recommendation to the City Commission for consideration.

Alternate Key(s) #: **1320305**

Staff Summary

CITY OF LEESBURG PLANNING & ZONING DIVISION

DATE: February 6, 2016
OWNER: Mohan J. Bhoola, Trustee
PETITIONER: Elderfire Lodges, LLC / Tom Hofmeister, Manager
PROJECT: Small Scale Comprehensive Plan Amendment
REQUEST: Amendment to the Future Land Use map from Lake County Urban Low Density to General Commercial
CASE NO.: SSCP-16-5

GENERAL LOCATION: The property is generally located east of U.S. Highway 27 and north of the intersection of U.S. Highway 27 and CR-33.

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North — City General Commercial; City High Density Residential; City Conservation
South — Lake County Urban Low Density
East — Lake County Urban Low Density
West — Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North — City PUD (Planned Unit Development); City C-2 (Community Commercial)
South — Lake County CFD (Community Facility District); Lake County RM (Mixed Home Residential)
East — Lake County CFD (Community Facility District)
West — Lake County C-1 (Neighborhood Commercial); Lake County RMRP (Mobile Home Rental Park District)

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development)

EXISTING LAND USE: Vacant, undeveloped acreage

SURROUNDING LAND USE:

North — Warehousing; Residential
East — Undeveloped/Vacant acreage
South — Undeveloped/Vacant acreage
West — Single family residential

PROPOSED LAND USE: Elderfire Lodges, LLC Assisted Living Facility (ALF)



ELDERFIRE LODGES, LLC

Western portion of property (9.65 +/- acres) with recommendations for General Commercial future land use and SPUD (Small Planned Unit Development) zoning



AGENDA MEMORANDUM

Item No: 6F.

Meeting Date: March 14, 2016

From: Dan Miller, Planning and Zoning Manager

Subject: Ordinance rezoning approximately 9.65 acres generally located on the east side of U.S. Highway 27, north of County Road 33, from Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential) to City SPUD (Small Planned Unit Development) for Elderfire Lodges, LLC

Staff Recommendation

The Planning staff and the Planning Commission recommend approval of the proposed rezoning for the subject property to the SPUD (Small Planned Unit Development).

Analysis

The project site is approximately 9.65 acres. The property is generally located on the east side of U.S. Highway 27, north of County Road 33, as shown on the attached General Location Map. The present zoning for this property is Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential). Currently, the property is undeveloped. The surrounding zoning of adjacent properties to the north is City PUD (Planned Unit Development), and C-2 (Community Commercial; to the south and east is Lake County CFD (Community Facilities District) and to the west is County RMRP (Residential Mobile Home Park Rental).

The proposed zoning district of City SPUD (Small Planned Unit Development) is compatible with the adjacent and nearby properties in the area and with the proposed future land use designation of General Commercial.

Currently, the property is served by City utilities.

By a vote of 7 to 0 on February 18, 2016, the Planning Commission voted to recommend approval.

Options

1. Approve the proposed rezoning to City SPUD (Small Planned Unit Development) with Exhibits A-C, thereby allowing consistent zoning and development standards for this area.
2. Other such action as the Commission may deem appropriate.

Fiscal Impact

There is a positive fiscal impact to the City through the future development of this property.

Submission Date and Time: 3/9/16 4:05 PM

Department: Community Development Prepared by: Dan Miller P&Z Mgr Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ MWR _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 9.65 ACRES TO FROM LAKE COUNTY C-1 (NEIGHBORHOOD COMMERCIAL) AND R-6 (URBAN RESIDENTIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR A PROPERTY LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 27, NORTH OF COUNTY ROAD 33, AS LEGALLY DESCRIBED IN SECTION 11, TOWNSHIP 20, RANGE 24, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (Elderfire Lodges, LLC)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

SECTION I.

Based upon the petition of Elderfire Lodges, LLC, the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County C-1 (Neighborhood Commercial) and R-6 (Urban Residential) to City SPUD (Small Planned Unit Development) zoning district, subject to conditions contained in Exhibit A to-wit:

LEGAL DESCRIPTION

See attached Legal Description Exhibit B

SECTION II.

If any portion of this ordinance is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION III.

All ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinances, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION IV.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2016.

THE CITY OF LEESBURG, FLORIDA

BY: _____
Jay Hurley. Mayor

Attest: _____
J. Andi Purvis, City Clerk

**ELDERFIRE LODGES
REZONING TO SPUD (SMALL PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
February 18, 2016**

This Planned Unit Development District Conditions document is hereby granted by the City of Leesburg, Lake County, Florida, to Elderfire Lodges, LLC (Tom Hofmeister, President), "Permittee" for the purposes hereof, and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Land Development Code, as amended.

BACKGROUND: The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow construction of a proposed mixed use development comprised of an assisted living facility and related medical and office uses, along with passive, low impact recreational uses on approximately 9.65 acres, on a site annexed into the City of Leesburg, and generally located on the east side of U.S. Highway 27, north of the intersection of County Road 33 and U.S. Highway 27, in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high quality built environment through the application of flexible and diversified land use and development requirements. The request is to amend the existing zoning to SPUD to allow assisted living/adult congregate living, with associated medical and office uses and passive recreational uses. Changing the zoning on these parcels will allow an appropriate mix of uses for this location than the current zoning.

1. **PERMISSION** is hereby granted to Elderfire Lodges, LLC (Tom Hofmeister, President) to develop, operate, and maintain a Small Planned Unit Development in and on the real property in the City of Leesburg described below.
2. **LEGAL DESCRIPTION:** See Exhibit B attached hereto.
3. **LAND USES**

The above-described property, containing approximately 9.65 acres, shall be used for the development of an assisted living facility (maximum 150 units) and related medical and office uses, along with passive, low impact recreational uses, pursuant to City of Leesburg development codes and standards, the requirements set forth in this document, and the Conceptual Development Plan attached hereto as Exhibit C.

A. Permitted uses shall include:

1. Assisted living/adult congregate living facilities, nursing homes, memory care
2. Medical/dental offices, clinics, laboratory and medical supply use
3. General professional and business offices.
4. All uses described herein shall be related to, or accessory to, the assisted living/adult congregate living or nursing home uses
5. Boardwalks

6. Nature trails
7. Picnic areas
8. Other similar recreational facilities
9. Other related uses may be included by written determination of the Planning and Zoning Manager. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these SPUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

B. Prohibited Uses.

1. Any other use, which is not specifically related to the Permitted Uses in nature, and would by way of density, intensity, noise, dust vibration, etc., be considered an incompatible use. A written determination by the Planning and Zoning Manager shall be adequate determination of the compatibility of a proposed use.

4. **DEVELOPMENT STANDARDS**

A. **Minimum Development Standards**

1. The minimum development standards shall be those required for the C-3 (Highway Commercial) zoning district except as amended by these conditions and may limit the permitted uses based on site plan requirements.
2. The maximum building height shall be six (6) stories or seventy-six (76) feet.
3. The maximum square footage of the building(s) shall be 1400,000 square feet.
4. The total number of living units shall be 150. Under this requirement, one living unit shall consist of a maximum of five (5) beds.

B. **Setbacks**

1. Minimum setbacks for all structures on the property shall be as follows
 - a. Front – 50 feet from U.S. Highway 27
 - b. Rear – 25 feet
 - c. Sides – 25 feet

C. **Signage**

1. All signs placed or constructed on the property shall comply with *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended.

D. **Open Space and Impervious Surface Coverage**

1. The impervious surface coverage for this site shall not exceed eighty (80) percent of the gross site area.
2. A minimum of twenty (20) percent of the site shall remain as open space, including retention areas, buffers, and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

5. **ARCHITECTURAL STANDARDS**

A. **Architectural Theme**

1. All buildings shall have a common architectural theme, and all four (4) sides of each building shall be finished in the same design and materials as used in the front of the building.

B. Screening of Equipment

1. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public rights-of-way and the adjacent residential property.

C. Exterior Construction Materials

1. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 - a. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 - b. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option).
 - c. All textured stucco, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
 - d. Metal, aluminum, Masonite or vinyl siding shall not be used as a siding or finishing material for the exterior of any building constructed under the terms of this Small Planned Unit Development agreement.
 - e. The Community Development Director, or designee, shall review the final exterior building design and materials based on the requirements of the Architectural Standards set forth herein, and such review shall include the adherence to the requirements of the City of Leesburg Code of Ordinances, as amended.

D. Building Façade

1. Building facades shall provide architectural relief for building walls and frontage walls facing the street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between ground level floors and upper floors on multi-story buildings.

E. Design Variations

1. Other similar design variations from the above architectural standards that meet the intent of this section may be approved at the discretion of the Planning and Zoning Manager.

6. **SITE ACCESS**

- A. Access to the property shall be from access points on U.S. Highway 27. Prior to any future redevelopment, all access points shall be subject to permitting through the City of Leesburg, Lake County or the Florida Department of Transportation as required by law.

7. **PARKING**

- A. Adequate parking for each use approved shall be provided in accordance with Section 25-361, *Requirements for on-site traffic flow and parking*, City of Leesburg Code of Ordinances, as amended. Parking requirements may limit the permitted uses on the subject property.

8. **DRAINAGE/UTILITIES/PERMITTING**

- A. In the event of future redevelopment of the property, prior to receiving Final Development Plan Approval, the Permittee shall submit, if applicable, a Site Development Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, including any removal, renovation or demolition of any existing development on the site, the Permittee shall provide:
1. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
 2. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.
 3. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
 4. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
 5. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City that the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements. As a condition of accepting the system, the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the owners of the project.

9. **TRANSPORTATION**

- A. Any future transportation improvements needed for redevelopment of the property shall be based on a current traffic analysis and shall be contingent upon Site Plan approval of the project site by City staff during the development review and permitting process. All such improvements shall comply with regulations of the City of Leesburg, Lake County, Lake Sumter MPO and/or the Florida Department of Transportation as applicable.

- B. The Permittee shall be responsible for obtaining all necessary Lake County and City of Leesburg permits for future development of the project site and a copy of all permits shall be provided to the City of Leesburg prior to construction plan approval.

10. **LANDSCAPING AND BUFFER REQUIREMENTS**

A. **General Buffer Standards**

- 1. All required landscaping and buffering shall be constructed in accordance with regulations contained within the City of Leesburg Code of Ordinances. Said buffers shall be constructed to specifically meet the landscape buffers as shown on the Conceptual Site Plan attached hereto as Exhibit C.

B. **Additional Buffer Standards:**

- 1. For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances, as amended:
 - a. Two (2) canopy trees
 - b. Two (2) ornamental trees
 - c. Thirty (30) shrubs
 - d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
 - e. Existing vegetation in the required buffer shall be protected during construction.

C. **Street Side Buffers**

- 1. Along U.S. Highway 27, a street side buffer of twenty-five (25) feet shall be constructed per City of Leesburg landscape requirements, specifically as shown on the Conceptual site plan attached hereto as Exhibit C.
- 2. Along the north perimeter property line, a ten (10) foot landscape buffer shall be constructed per City of Leesburg landscape requirements, specifically as shown on the Conceptual Site Plan attached hereto as Exhibit C.
- 3. An average native upland buffer of twenty-five (25) feet shall be provided along the southern and eastern property boundary as shown on the Conceptual Site Plan attached hereto as Exhibit C.

D. **Variations**

- 1. Variations to the landscape and buffer requirements of the Code may be approved by the Planning and Zoning Manager or designee as long as the intent of the SPUD and the Code are maintained.

11. **MAINTENANCE**

- A. With the exception of public utilities and sidewalks, maintenance of all site improvements, including, but not limited to, drives, internal sidewalks, landscaping, and stormwater retention/drainage, shall be the responsibility of the project owner.

12. **MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions stated above. Any other proposed use must be specifically authorized through rezoning the property, or the Planned Development amendment process, or as otherwise provided herein.

- B. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner, without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established herein and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Conditions shall constitute a covenant running with the land and the terms, conditions, and provisions hereof shall inure to the benefit of, and be binding upon, the present owner and any successors thereof.
- F. The granting of this SPUD does not exempt the Permittee from any other applicable regulations of the City of Leesburg and other governmental agencies and assessment of impact fees as required by ordinance.

13. **LEVELS OF SERVICE**

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to, roads, sewage, water supply, drainage, solid waste, parks and recreation, schools, and emergency medical facilities. However, no final development order (building permits) shall be granted for a proposed development or redevelopment until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

LEGAL DESCRIPTION
SPUD 16-6
Elderfire Lodges
(from application packet)

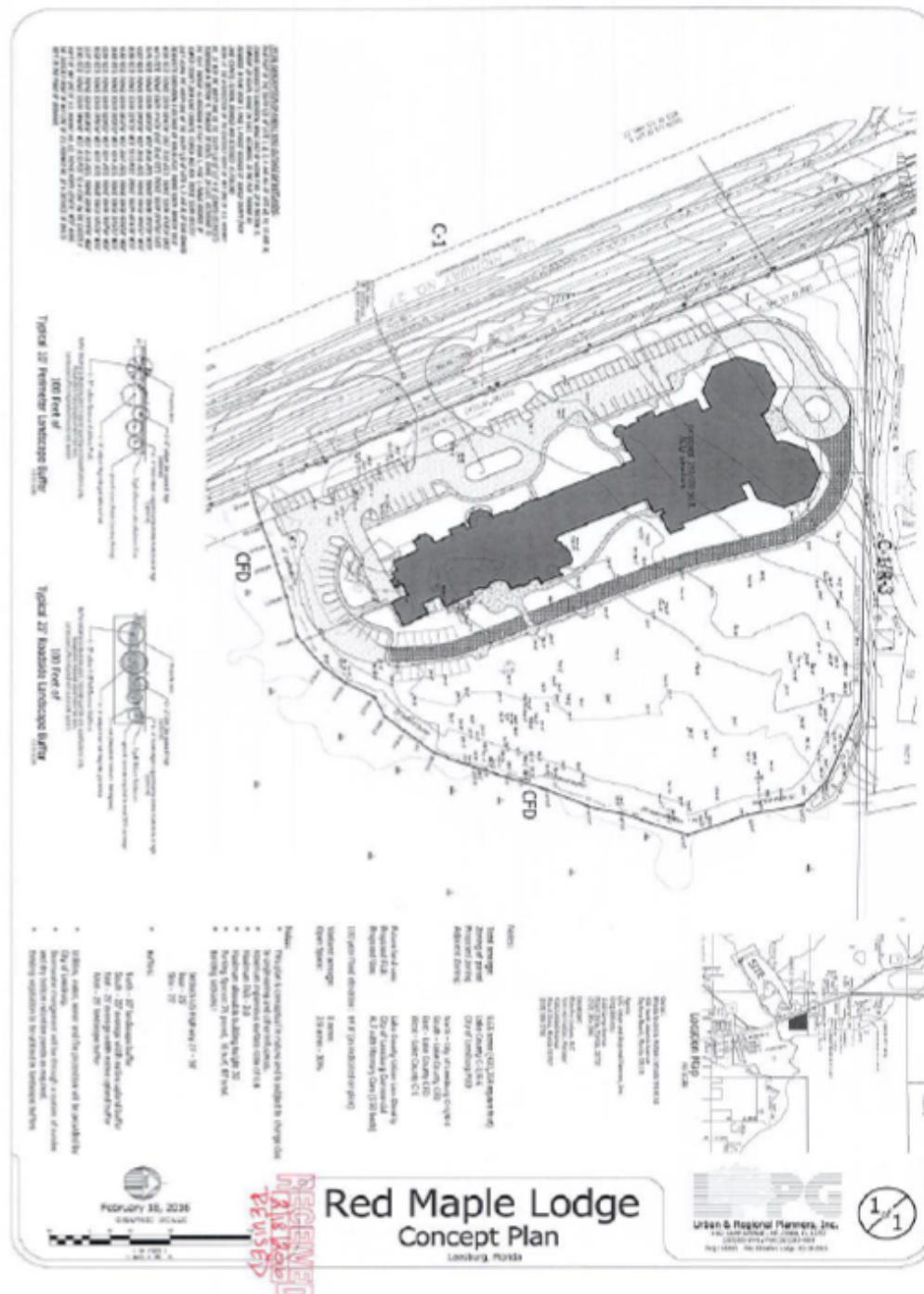
EXHIBIT B

LEGAL DESCRIPTION OF AREA LYING OUTSIDE OF WETLANDS :

THAT PART OF THE SOUTH 1/2 OF LOTS 1, 2, 3, 4 AND ALL OF LOTS 13, 14, 15 AND 16, EDWARD DELOUEST'S SUBDIVISION, BEING EAST OF HIGHWAY NO. 27 IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 WITH THE NORTH LINE OF THE SOUTH 1/2 OF LOT 4 OF EDWARD DELOUEST'S SUBDIVISION IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA AND RUN THENCE SOUTH 89°3'01" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF LOTS 4, 3 AND 2, OF SAID EDWARD DELOUEST'S SUBDIVISION A DISTANCE OF 655.44 FEET; THENCE SOUTH 68°46'04" EAST 48.80 FEET; THENCE SOUTH 68°45'04" EAST 70.65 FEET; THENCE SOUTH 47°43'34" EAST 44.10 FEET; THENCE SOUTH 11°14'34" EAST 70.42 FEET; THENCE SOUTH 20°47'59" EAST 79.79 FEET; THENCE SOUTH 20°06'22" WEST 86.66 FEET; THENCE SOUTH 13°13'22" WEST 43.23 FEET; THENCE SOUTH 24°08'58" WEST 56.92 FEET; THENCE SOUTH 19°02'27" WEST 96.09 FEET; THENCE SOUTH 22°11'35" WEST 53.73 FEET; THENCE SOUTH 40°14'09" WEST 49.33 FEET; THENCE SOUTH 38°33'42" WEST 30.67 FEET; THENCE SOUTH 65°03'53" WEST 29.83 FEET; THENCE SOUTH 29°22'22" WEST 42.14 FEET; THENCE SOUTH 39°15'53" WEST 35.59 FEET; THENCE SOUTH 52°00'23" WEST 52.91 FEET; THENCE SOUTH 76°27'09" WEST 56.98 FEET; THENCE SOUTH 73°55'44" WEST 46.57 FEET; THENCE SOUTH 74°10'01" WEST 27.77 FEET; THENCE SOUTH 69°38'09" WEST 31.73 FEET; THENCE SOUTH 74°44'46" WEST 31.65 FEET; THENCE SOUTH 74°44'45" WEST 16.10 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE NORTH 25°00'18" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 A DISTANCE OF 849.75 FEET TO THE POINT OF BEGINNING.

Case No. SPUD 16-6 ELDERFIRE LODGES

EXHIBIT C



Alternate Key(s) #: **1320305**

Staff Summary

CITY OF LEESBURG PLANNING & ZONING DIVISION

DATE: February 6, 2016
OWNER: Mohan J. Bhoola, Trustee
PETITIONER: Elderfire Lodges, LLC / Tom Hofmeister, Manager
PROJECT: Rezoning
REQUEST: Planned Development Rezoning
CASE NO.: SPUD-16-6

GENERAL LOCATION: The property is generally located east of U.S. Highway 27 and north of the intersection of U.S. Highway 27 and CR-33.

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North — City General Commercial	South — Lake County Urban Low Density
East — Lake County Urban Low Density	West — Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: General Commercial

EXISTING ZONING DESIGNATION: Lake County C-1 (Neighborhood Commercial)
R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North — City PUD (Planned Unit Development); City C-2 (Community Commercial)
South — Lake County CFD (Community Facility District); RM (Mixed Home Residential)
East — Lake County CFD (Community Facility District)
West — City C-3; Lake County C-1; RMRP

PROPOSED ZONING DESIGNATION: SPUD (Small Planned Unit Development) for an ALF

EXISTING LAND USE: Vacant, undeveloped acreage

SURROUNDING LAND USE:

North — Warehousing; Residential	South — Undeveloped/Vacant acreage
East — Undeveloped/Vacant acreage	West — Single family residential

PROPOSED LAND USE: Commercial use to develop as an ALF (Elderfire Lodges, LLC)



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: February 18, 2016
OWNER: Moohan J. Boola, Trustee
PROJECT: Elderfire Lodges, LLC, Tom Hofmeister, President
REQUEST: Rezoning to City SPUD (Small Planned Unit Development)
CASE NO.: RZ-16-6 SPUD

THE PLANNING & ZONING DIVISION RECOMMENDS:

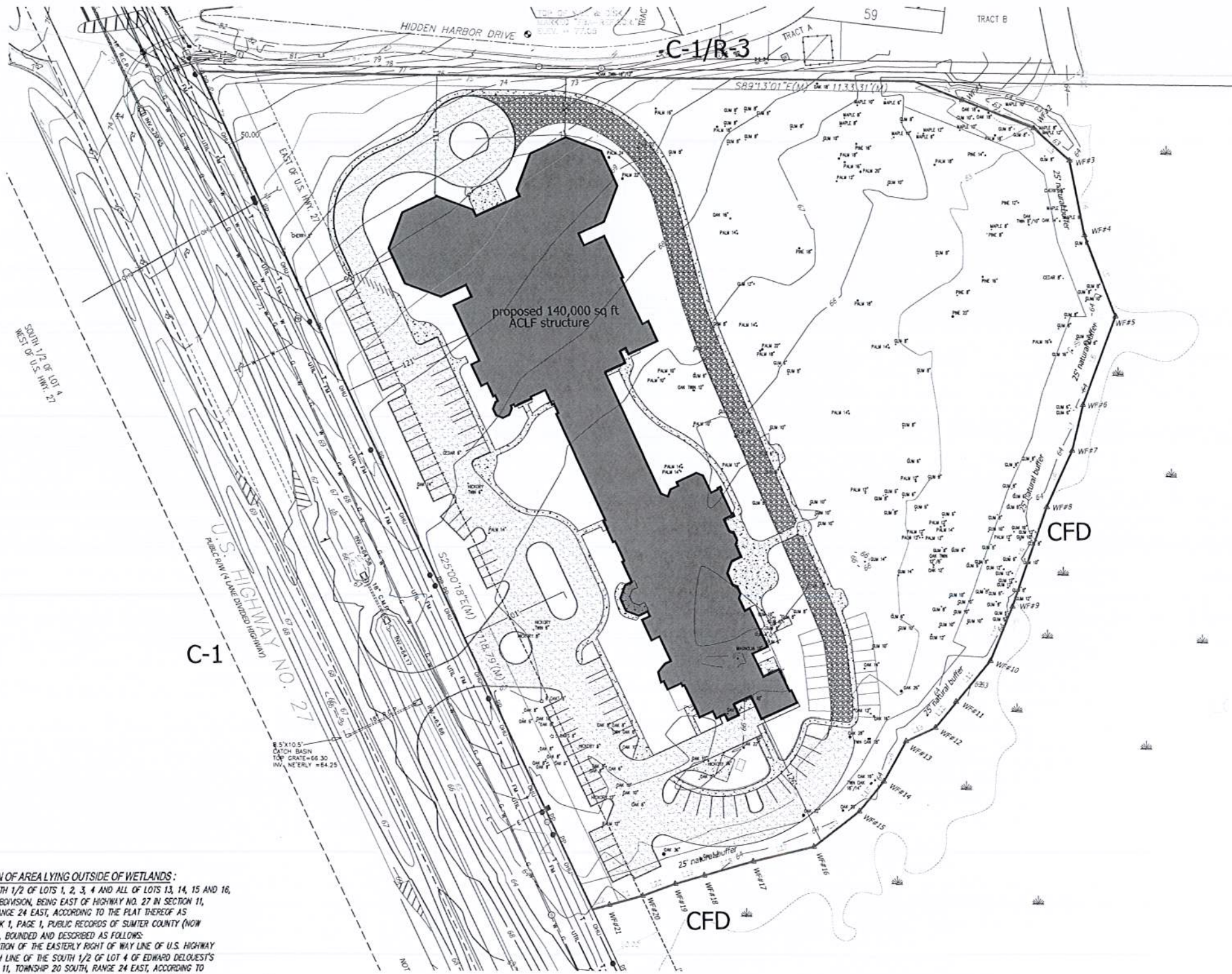
APPROVAL of the request

for the following reason(s):

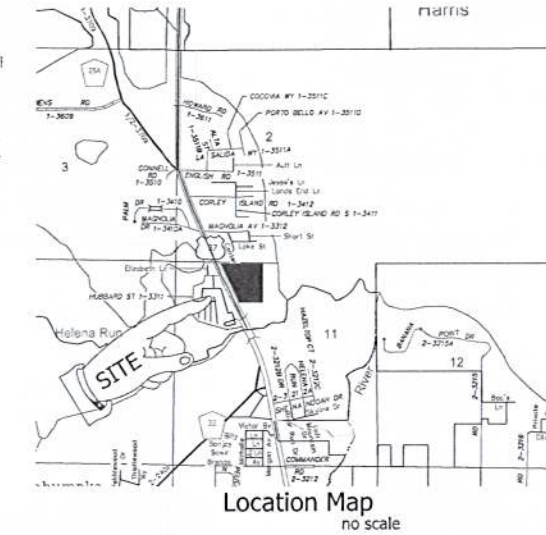
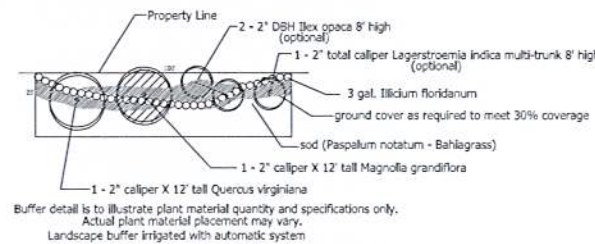
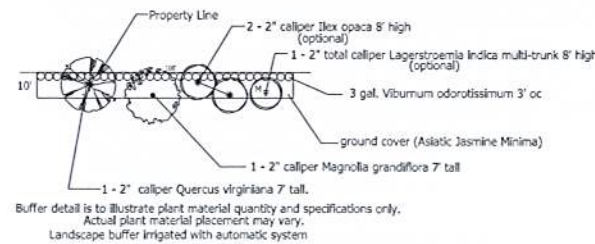
1. The proposed zoning district of SPUD (Small Planned Unit Development), with the conditions requested by staff, is compatible with adjacent properties zoned C-2(Community Commercial) and PUD (Planned Unit Development) to the north; and with property zoned CFD (Community Facilities District) to the south and east, as well as with property zoned RMRP (Residential Mobile Home Rental Park) to the west.
2. The proposed zoning district SPUD (Small Planned Unit Development) as conditioned and shown in the attached "Exhibit A" is compatible with the Future Land Use designation of General Commercial.
3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.
4. This rezoning to SPUD (Small Planned Unit Development) and subsequent development of the property will provide for an appropriate use of the land and expand employment opportunities available in the City.

Action Requested:

1. Vote to approve the proposed rezoning from Lake County R-6 (Urban Residential District) and C-1 (Neighborhood Commercial) to City of Leesburg SPUD (Small Planned Unit Development) and forward to the City Commission for consideration.



LEGAL DESCRIPTION OF AREA LYING OUTSIDE OF WETLANDS:
 THAT PART OF THE SOUTH 1/2 OF LOTS 1, 2, 3, 4 AND ALL OF LOTS 13, 14, 15 AND 16, EDWARD DELOUEST'S SUBDIVISION, BEING EAST OF HIGHWAY NO. 27 IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:
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Owner:
 Bhoola Arvind & Mohan J Bhoola Trs Et Al
 930 North Atlantic Avenue
 Daytona Beach, Florida 32118

Agent:
 LPG Urban and Regional Planners, Inc.
 Greg Beliveau
 1162 Camp Avenue
 Mount Dora, Florida, 32757
 (352) 385-1940

Developer:
 Elderfire Lodges, LLC
 Tom Hormelster, Manager
 4130 United Avenue
 Mount Dora, Florida 32757
 (352) 589-2700

Notes:

Total acreage: 9.65 acres (420,354 square feet)
 Zoning of parcel: Lake County C-1/R-6
 Proposed zoning: City of Leesburg PUD
 Adjacent Zoning: North - City of Leesburg C-1/R-3
 South - Lake County CFD
 East - Lake County CFD
 West - Lake County C-1

Future land use: Lake County Urban Low Density
 Proposed FLU: City of Leesburg Commercial
 Proposed Use: ALF with Memory Care (150 beds)

100 year flood elevation: 64.0' (as indicated on plan)

Wetland acreage: 0 acres
 Open Space: 2.9 acres - 30%

Notes:

- * This plan is conceptual in nature and is subject to change due to engineering and other influences.
- * Maximum impervious surface ratio of 0.8
- * Maximum FAR - 2.0
- * Maximum allowable building height 76'
- * Parking Spaces: 71 paved, 16 turf, 87 total.
- * Building setbacks:

Setback US Highway 27 - 50'
 Rear - 25'
 Side - 25'

- * Buffers:

North - 10' landscape buffer
 South - 25' average width native upland buffer
 East - 25' average width native upland buffer
 West - 25' landscape buffer

- * Utilities, water, sewer and fire protection will be provided by City of Leesburg.
- * Stormwater management will be through a system of swales and dry bottom retention ponds as required.
- * Existing vegetation to be utilized in landscape buffers



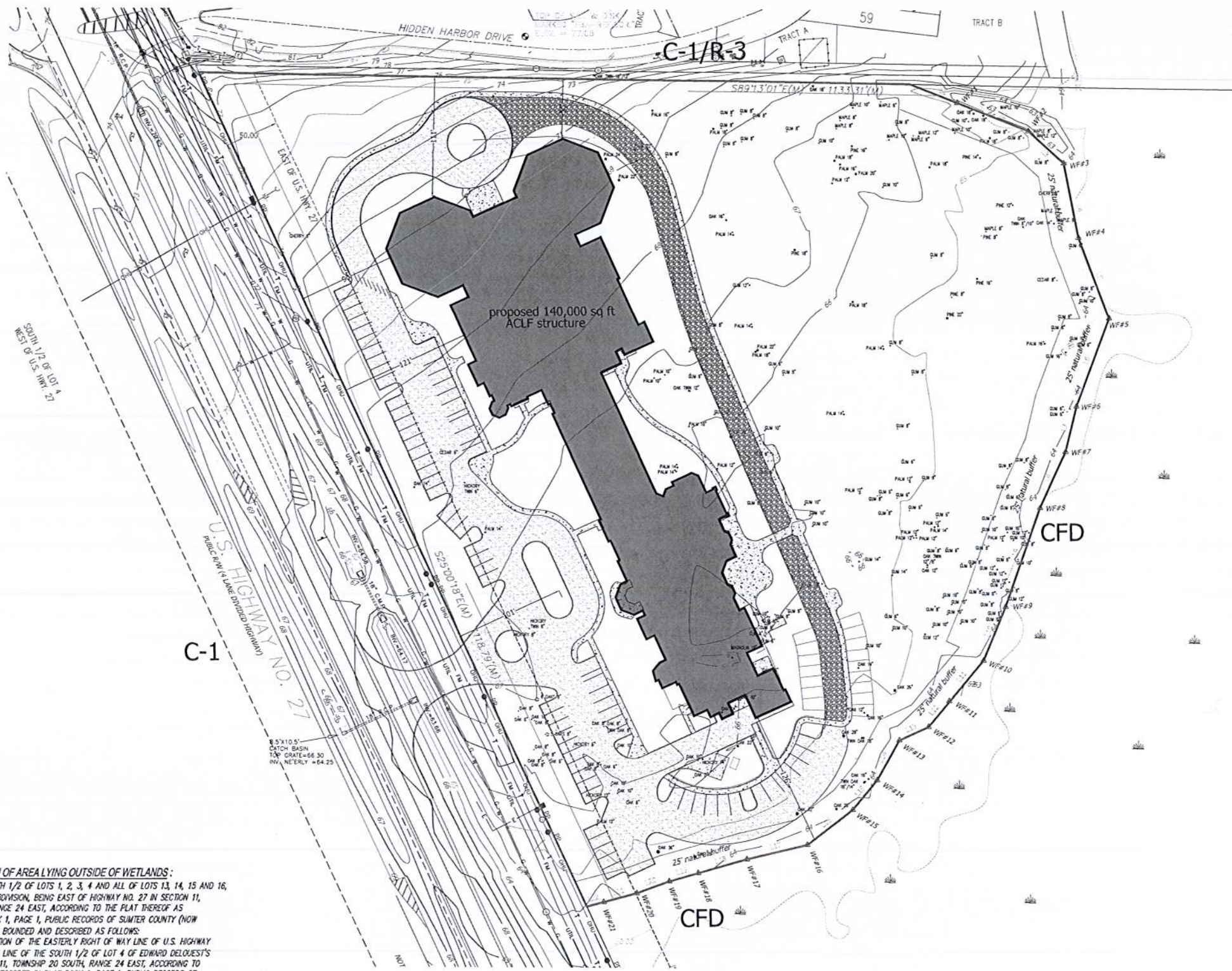
Urban & Regional Planners, Inc.
 1162 CAMP AVENUE - MT. DORA, FL 32757
 (352) 385-1940 / FAX (352) 383-4824
 Proj.: 16301 File: Elderfire Lodge 02-18-2016

Red Maple Lodge Concept Plan

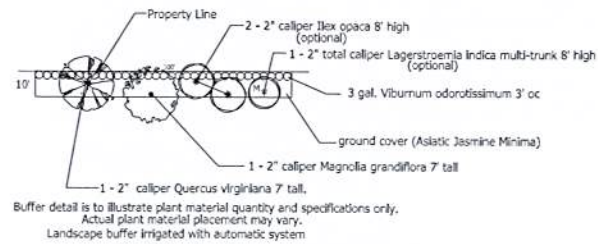
Leesburg, Florida

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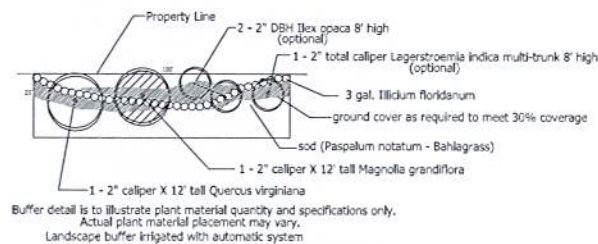




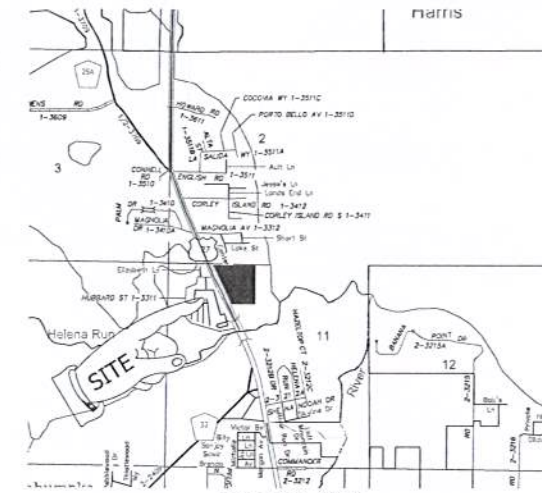
LEGAL DESCRIPTION OF AREA LYING OUTSIDE OF WETLANDS:
 THAT PART OF THE SOUTH 1/2 OF LOTS 1, 2, 3, 4 AND ALL OF LOTS 13, 14, 15 AND 16, EDWARD DELOUEST'S SUBDIVISION, BEING EAST OF HIGHWAY NO. 27 IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:
 BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 WITH THE NORTH LINE OF THE SOUTH 1/2 OF LOT 4 OF EDWARD DELOUEST'S SUBDIVISION IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA AND RUN THENCE SOUTH 89°13'01" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF LOTS 4, 3 AND 2, OF SAID EDWARD DELOUEST'S SUBDIVISION A DISTANCE OF 655.44 FEET; THENCE SOUTH 68°46'04" EAST 46.80 FEET; THENCE SOUTH 68°46'04" EAST 70.42 FEET; THENCE SOUTH 47°43'34" EAST 44.10 FEET; THENCE SOUTH 11°14'34" EAST 70.42 FEET; THENCE SOUTH 20°47'59" EAST 79.79 FEET; THENCE SOUTH 20°06'22" WEST 86.66 FEET; THENCE SOUTH 13°13'22" WEST 43.23 FEET; THENCE SOUTH 24°08'58" WEST 56.92 FEET; THENCE SOUTH 19°02'27" WEST 96.69 FEET; THENCE SOUTH 22°11'35" WEST 53.73 FEET; THENCE SOUTH 40°14'09" WEST 49.33 FEET; THENCE SOUTH 38°33'42" WEST 30.67 FEET; THENCE SOUTH 65°03'53" WEST 29.83 FEET; THENCE SOUTH 29°22'22" WEST 42.14 FEET; THENCE SOUTH 39°15'53" WEST 35.59 FEET; THENCE SOUTH 52°00'23" WEST 52.91 FEET; THENCE SOUTH 76°27'09" WEST 56.98 FEET; THENCE SOUTH 73°55'44" WEST 46.57 FEET; THENCE SOUTH 74°10'01" WEST 27.77 FEET; THENCE SOUTH 69°38'09" WEST 31.73 FEET; THENCE SOUTH 74°44'46" WEST 31.65 FEET; THENCE SOUTH 74°44'46" WEST 16.10 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE NORTH 25°00'18" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 A DISTANCE OF 849.75 FEET TO THE POINT OF BEGINNING.



100 Feet of
Typical 10' Perimeter Landscape Buffer
not to scale



100 Feet of
Typical 25' Roadside Landscape Buffer
not to scale



Location Map
no scale

Owner:
Bhoola Arvind & Mohan J Bhoola Trs Et Al
930 North Atlantic Avenue
Daytona Beach, Florida 32118

Agent:
LPG Urban and Regional Planners, Inc.
Greg Belliveau
1162 Camp Avenue
Mount Dora, Florida, 32757
(352) 385-1940

Developer:
Elderfire Lodges, LLC
Tom Hormelster, Manager
4130 United Avenue
Mount Dora, Florida 32757
(352) 589-2700

Notes:

Total acreage: 9.65 acres (420,354 square feet)
 Zoning of parcel: Lake County C-1/R-6
 Proposed zoning: City of Leesburg PUD
 Adjacent Zoning: North - City of Leesburg C-1/R-3
 South - Lake County CFD
 East - Lake County CFD
 West - Lake County C-1

Future land use: Lake County Urban Low Density
 Proposed FLU: City of Leesburg Commercial
 Proposed Use: ALF with Memory Care (150 beds)

100 year flood elevation: 64.0' (as indicated on plan)

Wetland acreage: 0 acres
 Open Space: 2.9 acres - 30%

Notes:

- * This plan is conceptual in nature and is subject to change due to engineering and other influences.
- * Maximum impervious surface ratio of 0.8
- * Maximum FAR - 2.0
- * Maximum allowable building height 76'
- * Parking Spaces: 71 paved, 16 turf, 87 total.
- * Building setbacks:

Setback US Highway 27 - 50'
 Rear - 25'
 Side - 25'

* Buffers:

North - 10' landscape buffer
 South - 25' average width native upland buffer
 East - 25' average width native upland buffer
 West - 25' landscape buffer

- * Utilities, water, sewer and fire protection will be provided by City of Leesburg.
- * Stormwater mangement will be through a system of swales and dry bottom retention ponds as required.
- * Existing vegetation to be utilized in landscape buffers

1 of 1

Urban & Regional Planners, Inc.
 1162 CAMP AVENUE - MT. DORA, FL 32757
 (352) 385-1940 / FAX (352) 385-4824
 Proj.: 163011 File: Elderfire Lodge 02-18-2016

Red Maple Lodge Concept Plan

Leesburg, Florida

RECEIVED
2/18/2016
REVISED



February 18, 2016

GRAPHIC SCALE





**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: February 16, 2016
OWNER: Mohan J. Bhoola, Trustee
PETITIONER: Elderfire Lodges, LLC / Tom Hofmeister, Manager
PROJECT: Rezoning
REQUEST: Planned Development Rezoning
CASE NO.: SPUD-16-6

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comment received as of February 16, 2016.

FIRE

City of Leesburg Fire Department had no comment as of February 9, 2016.
David D. Johnson, MPA, EFO, CPM, Fire Chief

ELECTRIC

City of Leesburg Electric Department had no comment as of February 9, 2016.
Steven C. Davis, Electric Service Planner Supervisor

WATER DISTRIBUTION

No comment received as of February 16, 2016.

WATER BACKFLOW

No comment received as of February 16, 2016.

STORMWATER

No comment received as of February 16, 2016.

WASTEWATER

No comment received as of February 16, 2016.

GAS

No comment received as of February 16, 2016.

DEPARTMENTAL REVIEW SUMMARY

Elderfire Lodges, LLC – SPUD-16-6

GIS

No comment received as of February 16, 2016.

BUILDING

No comment received as of February 16, 2016.

ENGINEERING/PUBLIC WORKS/SURVEY

No comment received as of February 16, 2016.

ADDRESSING

No comment received as of February 16, 2016.

ECONOMIC DEVELOPMENT

No comment received as of February 16, 2016.

PUBLIC RESPONSES

Approval:

No comment received as of February 16, 2016.

Disapproval:

No comment received as of February 16, 2016.

General Comments:

No comment received as of February 16, 2016.



ELDERFIRE LODGES, LLC

Western portion of property (9.65 +/- acres) with recommendations for General Commercial future land use and SPUD (Small Planned Unit Development) zoning



AGENDA MEMORANDUM

Item No: 6G.

Meeting Date: March 14, 2016

From: Dan Miller, Planning and Zoning Manager

Subject: Ordinance amending the Comprehensive Plan by changing the Future Land Use Map designation on approximately 10.93 acres, generally located on the east side of U.S. Highway 27, north of County Road 33 from Lake County Urban Low Density to City of Leesburg Conservation (Elderfire Lodges, LLC)

Staff Recommendation

The Planning Staff and Planning Commission recommend approval of the proposed large scale comprehensive plan amendment to the City's adopted Growth Management Plan.

Analysis

The applicant has submitted a request for annexation of approximately 10.93 acres of land generally located on the east side of U.S. Highway 27, north of County Road 33 from Lake County Urban Low Density to City of Leesburg Conservation. The property is currently undeveloped. The proposed use is for conservation type uses, including low impact uses such as walking trails and boardwalks. The assignment of Conservation land use will help preserve the wetlands on this property from potential development.

This property is the eastern ten (10.93) +/- acres of the proposed Elderfire Lodges property. The western side of this property is being planned and zoned for an assisted living use.

As the project site is larger than ten (10) acres, it is considered a large-scale comprehensive land use plan map amendment. Chapter 163.3184, F.S., requires that large scale comp plan amendments be submitted to the Department of Economic Opportunity (FDEO) for review: this amendment will be submitted to meet this requirement.

The Planning Commission held a public hearing on this case on February 18, 2016, and by a vote of 7-0 recommended approval of this request.

Options

1. Approve the requested large scale comprehensive plan amendment.
2. Other such action as the Commission may deem appropriate.

Fiscal Impact

No significant fiscal impact is anticipated as a result of this action.

Submission Date and Time: 3/9/2016 4:05 PM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller, P&Z Mgr</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. MWR _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 10.93 ACRES, BEING GENERALLY LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 27 AND NORTH OF COUNTY ROAD 33, LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG CONSERVATION; AND PROVIDING AN EFFECTIVE DATE. (Elderfire Lodges, LLC)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission acting as the Local Planning Agency, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA,
that:

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner:

The Future Land Use Map is amended by changing the designation of an approximate 10.93-acre parcel of land generally located on the east side of U.S. Highway 27 and north of County Road 33 from Lake County Urban Low Density to City Conservation as shown on the revised map of said area., lying in Section 11, Township 20 South, Range 24 East, Lake County, Florida, legally described as:

Legal Description
(See Exhibit A)

Section 2.

All ordinances or part of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2016.

THE CITY OF LEESBURG

By:

Jay Hurley, Mayor

ATTEST:

J. Andi Purvis, City Clerk

EXHIBIT A

Elderfire Lodges (wetlands)

Legal Description

THAT PART OF THE SOUTH 1/2 OF LOTS 1, 2 AND ALL OF LOTS 14, 15 AND 16, EDWARD DELOUEST'S SUBDIVISION, BEING EAST OF HIGHWAY NO. 27 IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 WITH THE NORTH LINE OF THE SOUTH 1/2 OF LOT 4 OF EDWARD DELOUEST'S SUBDIVISION IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA AND RUN THENCE SOUTH 89°13'01" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF LOTS 4, 3 AND 2, OF SAID EDWARD DELOUEST'S SUBDIVISION A DISTANCE OF 655.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 68°46'04" EAST 46.80 FEET; THENCE SOUTH 68°46'04" EAST 70.65 FEET; THENCE SOUTH 47°43'34" EAST 44.10 FEET; THENCE SOUTH 11°14'34" EAST 70.42 FEET; THENCE SOUTH 20°47'59" EAST 79.79 FEET; THENCE SOUTH 20°06'22" WEST 86.66 FEET; THENCE SOUTH 13°13'22" WEST 43.23 FEET; THENCE SOUTH 24°08'58" WEST 56.92 FEET; THENCE SOUTH 19°02'27" WEST 96.89 FEET; THENCE SOUTH 22°11'35" WEST 53.73 FEET; THENCE SOUTH 40°14'09" WEST 49.33 FEET; THENCE SOUTH 38°33'42" WEST 30.67 FEET; THENCE SOUTH 65°03'53" WEST 29.83 FEET; THENCE SOUTH 29°22'22" WEST 42.14 FEET; THENCE SOUTH 39°15'53" WEST 35.59 FEET; THENCE SOUTH 52°00'23" WEST 52.91 FEET; THENCE SOUTH 76°27'09" WEST 56.98 FEET; THENCE SOUTH 73°55'44" WEST 46.57 FEET; THENCE SOUTH 74°10'01" WEST 27.77 FEET; THENCE SOUTH 69°38'09" WEST 31.73 FEET; THENCE SOUTH 74°44'46" WEST 31.65 FEET; THENCE SOUTH 74°44'46" WEST 16.10 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE SOUTH 25°00'18" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 A DISTANCE OF 269.04 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED LOT 15 OF EDWARD DELOUEST'S SUBDIVISION; THENCE SOUTH 89°02'56" EAST ALONG THE SOUTH LINE OF LOTS 15 AND 16 OF SAID EDWARD DELOUEST'S SUBDIVISION A DISTANCE OF 645.07 FEET TO THE SOUTH EAST CORNER OF SAID LOT 16; THENCE NORTH 00°52'10" EAST ALONG THE EAST LINE OF LOT 16 AND ALONG THE EAST LINE OF LOT 1 OF SAID EDWARD DELOUEST'S SUBDIVISION A DISTANCE OF 1009.26 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF LOT 1 OF EDWARD DELOUEST'S SUBDIVISION; THENCE NORTH 89°13'01" WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF LOTS 1 AND 2 A DISTANCE OF 477.87 FEET TO THE POINT OF BEGINNING.

Alternate Key Number: that part of 1320305 as described above.

Alternate Key(s) #: 1320305

Staff Summary

CITY OF LEESBURG PLANNING & ZONING DIVISION

DATE: February 2, 2016
OWNER: Mohan J. Bhoola, Trustee
PETITIONER: Elderfire Lodges, LLC / Tom Hofmeister, Manager
PROJECT: Large Scale Comp Plan Amendment
REQUEST: Amendment to the Future Land Use map from Lake County Urban Low to City Conservation

CASE NO.: LSCPA-16-3

GENERAL LOCATION: The property is generally located east of U.S. Highway 27 and north of the intersection of U.S. Highway 27 and CR-33.

FUTURE LAND USE DESIGNATION: Lake County Urban Low

SURROUNDING FUTURE LAND USE DESIGNATION:

North — City General Commercial	South — Lake County Urban Low Density
East — Lake County Urban Low Density	West — Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: Conservation

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North — City PUD (Planned Unit Development); City C-2 (Community Commercial)
South — Lake County CFD (Community Facility District); RM (Mixed Home Residential)
East — Lake County CFD (Community Facility District)
West — City C-3 (Highway Commercial); Lake County C-1 (Neighborhood Commercial); RMRP (Mobile Home Rental Park District)

PROPOSED ZONING DESIGNATION: P (Public)

EXISTING LAND USE: Vacant, undeveloped acreage

SURROUNDING LAND USE:

North — Warehousing; Residential	South — Undeveloped/Vacant acreage
East — Undeveloped/Vacant acreage	West — Single family residential

PROPOSED LAND USE: Conservation / recreation area associated with Elderfire Lodges, LLC
ALF – will be developed as a board walk and dock.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: February 16, 2016
OWNER: Mohan J. Bhoola, Trustee
PETITIONER: Elderfire Lodges, LLC / Tom Hofmeister, Manager
PROJECT: Large Scale Comp Plan Amendment
REQUEST: Amendment to the Future Land Use map from Lake County Urban Low to City Conservation

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comment received as of February 16, 2016.

FIRE

City of Leesburg Fire Department had no comment as of February 9, 2016.

ELECTRIC

City of Leesburg Electric had no comment as of February 9, 2016.

WATER DISTRIBUTION

No comment received as of February 16, 2016.

WATER BACKFLOW

No comment received as of February 16, 2016.

STORMWATER

No comment received as of February 16, 2016.

WASTEWATER

No comment received as of February 16, 2016.

GAS

No comment received as of February 16, 2016.

DEPARTMENTAL REVIEW SUMMARY

Elderfire Lodges, LLC – LSCP-16-3

GIS

No comment received as of February 16, 2016.

BUILDING

No comment received as of February 16, 2016.

ENGINEERING/PUBLIC WORKS/SURVEY

No comment received as of February 16, 2016.

ADDRESSING

No comment received as of February 16, 2016.

ECONOMIC DEVELOPMENT

No comment received as of February 16, 2016.

PUBLIC RESPONSES

Approval:

No comments received as of 02/16/2016.

Disapproval:

No comments received as of 02/16/2016.

General Comments:

No comments received as of 02/16/2016.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: February 19, 2016
OWNER: Mohan J. Bhoola, Trustee
PETITIONER: Elderfire Lodges, LLC, Tom Hofmeister, President
PROJECT: Elderfire Lodges
REQUEST: Large Scale Comprehensive Plan Amendment
CASE NO.: LSCP-16-3

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. This project meets the requirements of Chapter 163.3184 Florida Statutes, for Large Scale Comprehensive Plan Amendments.
2. The proposed Future Land Use Designation of City Conservation is compatible with the adjacent property to the north designated City General Commercial, High Density Residential and Conservation, and with property to the south and east designated County Urban Low Density and with property to the west designated County Urban Medium Density.
3. The proposed Future Land Use Designation of Conservation is compatible with the current surrounding zoning districts to the north designated City C-2 (Community Commercial) and PUD (Planned Unit Development) and with property to the south and east designated County CFD (Community Facilities District) and with property to the west designated RMRP (Residential Mobile Home Rental Park).
4. The proposed future land use designation for the site is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the Large Scale Comprehensive Plan designation of City Conservation and forward the recommendation to the City Commission for consideration.



ELDERFIRE LODGES, LLC

Eastern portion of property (10.77 +/- acres) with recommendations for Conservation future land use and P (Public) zoning



AGENDA MEMORANDUM

Item No: 6H.

Meeting Date: March 14, 2016

From: Dan Miller, Planning and Zoning Manager

Subject: Ordinance rezoning approximately 10.93 acres, generally located on the east side of U.S. 27 and north of County Road 33, from Lake County R-6(Urban Residential to City P (Public) for Elderfire Lodges.

Staff Recommendation:

The Planning staff and the Planning Commission recommend approval of the proposed rezoning for the subject property from Lake County R-6 (Urban Residential) to City P (Public).

Analysis:

The project site is approximately 10.93 acres, and is generally located on the east side of U.S. 27, north of County Road 33, as shown on the attached General Location Map. The property consists of a forested area with significant wetlands. The proposed use is for low impact recreational uses such as trails and boardwalks.

The proposed zoning district of City P (Public) is compatible with the adjacent and nearby properties in the area and with the proposed future land use designation of City Conservation. Assignment of the Conservation future land use and Public zoning will help preserve the wetlands area and allow low impact recreational uses. This request does not appear to create a detriment to the surrounding properties.

By a vote of 7 to 0 on February 18, 2016, the Planning Commission voted to recommend approval.

Options:

1. Approve the proposed rezoning to City P (Public).
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

No direct fiscal impact is associated with this proposed amendment, however, future development of the property is expected to bring a positive fiscal impact to the City of Leesburg through property taxes, utility fees, etc.

Submission Date and Time: 3/9/16 4:05 PM

<p>Department: Community Development Prepared by: Dan Miller, P&Z Mgr Attachments: Yes___ No ___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04</p>	<p>Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ MWR _____ Submitted by: _____ City Manager _____</p>	<p>Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____</p>
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 10.93 ACRES GENERALLY LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 27, NORTH OF COUNTY ROAD 33, LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) TO CITY P (PUBLIC); AND PROVIDING AN EFFECTIVE DATE. (Elderfire Lodges, LLC)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Elderfire Lodges, LLC, the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County R-6 (Urban Residential) to City P (Public), to-wit:

(Legal Description)
(See Exhibit A)

Alternate Key # 1320305

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2016.

THE CITY OF LEESBURG

By: _____
Jay Hurley, Mayor

ATTEST:

J. Andi Purvis, City Clerk

EXHIBIT A

Elderfire Lodges (wetlands)

Legal Description

THAT PART OF THE SOUTH 1/2 OF LOTS 1, 2 AND ALL OF LOTS 14, 15 AND 16, EDWARD DELOUEST'S SUBDIVISION, BEING EAST OF HIGHWAY NO. 27 IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 WITH THE NORTH LINE OF THE SOUTH 1/2 OF LOT 4 OF EDWARD DELOUEST'S SUBDIVISION IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF SUMTER COUNTY (NOW LAKE COUNTY), FLORIDA AND RUN THENCE SOUTH 89°13'01" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF LOTS 4, 3 AND 2, OF SAID EDWARD DELOUEST'S SUBDIVISION A DISTANCE OF 655.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 68°46'04" EAST 46.80 FEET; THENCE SOUTH 68°46'04" EAST 70.65 FEET; THENCE SOUTH 47°43'34" EAST 44.10 FEET; THENCE SOUTH 11°14'34" EAST 70.42 FEET; THENCE SOUTH 20°47'59" EAST 79.79 FEET; THENCE SOUTH 20°06'22" WEST 86.66 FEET; THENCE SOUTH 13°13'22" WEST 43.23 FEET; THENCE SOUTH 24°08'58" WEST 56.92 FEET; THENCE SOUTH 19°02'27" WEST 96.89 FEET; THENCE SOUTH 22°11'35" WEST 53.73 FEET; THENCE SOUTH 40°14'09" WEST 49.33 FEET; THENCE SOUTH 38°33'42" WEST 30.67 FEET; THENCE SOUTH 65°03'53" WEST 29.83 FEET; THENCE SOUTH 29°22'22" WEST 42.14 FEET; THENCE SOUTH 39°15'53" WEST 35.59 FEET; THENCE SOUTH 52°00'23" WEST 52.91 FEET; THENCE SOUTH 76°27'09" WEST 56.98 FEET; THENCE SOUTH 73°55'44" WEST 46.57 FEET; THENCE SOUTH 74°10'01" WEST 27.77 FEET; THENCE SOUTH 69°38'09" WEST 31.73 FEET; THENCE SOUTH 74°44'46" WEST 31.65 FEET; THENCE SOUTH 74°44'46" WEST 16.10 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE SOUTH 25°00'18" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 A DISTANCE OF 269.04 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED LOT 15 OF EDWARD DELOUEST'S SUBDIVISION; THENCE SOUTH 89°02'56" EAST ALONG THE SOUTH LINE OF LOTS 15 AND 16 OF SAID EDWARD DELOUEST'S SUBDIVISION A DISTANCE OF 645.07 FEET TO THE SOUTH EAST CORNER OF SAID LOT 16; THENCE NORTH 00°52'10" EAST ALONG THE EAST LINE OF LOT 16 AND ALONG THE EAST LINE OF LOT 1 OF SAID EDWARD DELOUEST'S SUBDIVISION A DISTANCE OF 1009.26 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF LOT 1 OF EDWARD DELOUEST'S SUBDIVISION; THENCE NORTH 89°13'01" WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF LOTS 1 AND 2 A DISTANCE OF 477.87 FEET TO THE POINT OF BEGINNING.

Alternate Key(s) #: **1320305**

Staff Summary

CITY OF LEESBURG PLANNING & ZONING DIVISION

DATE: January 18, 2016
OWNER: Mohan J. Bhoola, Trustee
PETITIONER: Elderfire Lodges, LLC / Tom Hofmeister, Manager
PROJECT: Planned Development Rezoning
REQUEST: Rezoning to P (Public)
CASE NO.: RZ-16-4

GENERAL LOCATION: The property is generally located east of U.S. Highway 27 and north of the intersection of U.S. Highway 27 and CR-33.

FUTURE LAND USE DESIGNATION: Lake County Urban Low Density

SURROUNDING FUTURE LAND USE DESIGNATION:

North — City General Commercial; City High Density Residential; City Conservation
South — Lake County Urban Low Density
East — Lake County Urban Low Density
West — Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: Conservation

EXISTING ZONING DESIGNATION: Lake County R-6 (Urban Residential District)

SURROUNDING ZONING DESIGNATIONS:

North — City C-2 (Community Commercial); PUD (Planned Unit Development)
South — Lake County CFD (Community Facility District); RM (Mixed Home Residential)
East — Lake County CFD (Community Facility District); RM (Mixed Home Residential)
West — City C-2 (Community Commercial); C-3 (Highway Commercial); Lake County C-1 (Neighborhood Commercial); RMRP (Mobile Home Rental Park District)

PROPOSED ZONING DESIGNATION: Public

EXISTING LAND USE: Vacant, undeveloped acreage

SURROUNDING LAND USE:

North — Warehousing; Residential
East — Undeveloped/Vacant acreage
South — Undeveloped/Vacant acreage
West — Single family residential

PROPOSED LAND USE: Conservation / recreation area associated with Elderfire Lodges, LLC ALF – will be developed as a board walk and dock.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: February 16, 2016
OWNER: Mohan J. Bhoola, Trustee
PETITIONER: Elderfire Lodges, LLC / Tom Hofmeister, Manager
PROJECT: Planned Development Rezoning
REQUEST: Rezoning to P (Public)
CASE NO.: RZ-16-4

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comment received as of February 16, 2016.

FIRE

City of Leesburg Fire Department had no comment as of February 9, 2016.

ELECTRIC

City of Leesburg Electric Department had no comment as of February 9, 2016.

WATER DISTRIBUTION

No comment received as of February 16, 2016.

WATER BACKFLOW

No comment received as of February 16, 2016.

STORMWATER

No comment received as of February 16, 2016.

WASTEWATER

No comment received as of February 16, 2016.

GAS

No comment received as of February 16, 2016.

DEPARTMENTAL REVIEW SUMMARY

RZ-16-4 – Elderfire Lodges, LLC

GIS

No comment received as of February 16, 2016.

BUILDING

No comment received as of February 16, 2016.

ENGINEERING/PUBLIC WORKS/SURVEY

No comment received as of February 16, 2016.

ADDRESSING

No comment received as of February 16, 2016.

ECONOMIC DEVELOPMENT

No comment received as of February 16, 2016.

PUBLIC RESPONSES

Approval:

No comment received as of February 16, 2016.

Disapproval:

No comment received as of February 16, 2016.

General Comments:

No comment received as of February 16, 2016.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: February 18, 2016
OWNER: Mohan J. Bhoola, Trustee
PETITIONER: Elderfire Lodges, LLC/Tom Hofmeister, President
PROJECT: Elderfire Lodges
REQUEST: Rezoning
CASE NO.: RZ 16-4

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed zoning district of P (Public) is compatible with the current surrounding zoning districts to the north designated City C-2 (Community Commercial) and PUD (Planned Unit Development) and with property to the south and east designated County CFD (Community Facilities District) and also with property to the west designated RMRP (Residential Mobile Home Rental Park).
2. The proposed zoning district of City P (Public) is compatible with the adjacent property to the north having a Future Land Use designation of City General Commercial, High Density Residential and Conservation, and with property to the south and east designated County Urban Low Density and also with property to the west designated County Urban Medium Density.
3. The subject property is undeveloped, and the proposed use is for passive recreational uses that do not appear to create a detriment to the surrounding properties.
4. The rezoning of the subject property is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to rezone the subject property from Lake County R-6 (Urban Residential) to City P (Public) and forward to the City Commission for consideration.



ELDERFIRE LODGES, LLC

Western portion of property (9.65 +/- acres) with recommendations for General Commercial future land use and SPUD (Small Planned Unit Development) zoning



AGENDA MEMORANDUM

Item No: 6I.

Meeting Date: March 14, 2016

From: DC Maudlin, Public Works Director

Subject: Approval of the final design and approval of a resolution authorizing execution of an agreement.

Staff Recommendation:

Staff recommends approval of the final Kids Korner playground design and approval of the resolution authorizing execution of the purchase agreement with GameTime for \$335,847.44.

Analysis:

The purpose of this solicitation is to select a playground equipment manufacturer and installer to provide design services, playground equipment, and installation services for the replacement of the Kids Korner Playground located at Rogers Park in Venetian Gardens.

The recommended design includes 19 elevated components, all accessible via transfer platforms. There are 41 ground level components, all accessible via ADA compliant surfacing. The design also follows the 7 principles of inclusive playground design. Those principles are: Be Fair; Be Included; Be smart; Be Independent; Be Safe; Be Active; and Be Comfortable. The attached Lekotek brochure (Exhibit C) describes the inclusive play features, several of which are in the City's proposed design.

The Evaluation Committee put a lot of thought and effort into making this playground an inclusive play area. All GameTime/DRP playground designs are compliant with the Americans with Disabilities Act (ADA). This design not only meets minimum ADA requirements, it goes beyond minimum requirements to provide a safe, accessible, all-inclusive play area.

The final proposed playground design is approximately 15,600 square feet. The old Kids Korner playground occupied approximately 14,000 square feet. Of the total area, 1,600 square feet will be a rubberized poured-in-place surface and 14,000 square feet will be engineered wood fiber (EWF). Engineered wood fiber installed at a depth of 15-inches and compacted to a finished depth of 12-inches meets all fall safety requirements and is ADA compliant. The PIP surfacing is created by installing a finely crushed concrete base, then coated with rubber pellets and then a top coat for color is applied. The PIP surface provides easy access to surface level activities for children with limited mobility or those confined to a mobility device. The cost of EWF is \$1.26 per square foot; the cost of PIP play surface is \$15.75 per square foot.

The play area is divided into several distinct play zones, the central features are the 2-5 and the 5-12 play structures; peripheral features include the sensory play area, the climbing area, the swing area and the Sky Runner Zip Line at the north end of the play area.

The zip line riders straddle a pommel seat and ride 75-feet to the end. At the center of the 5-12-year-old area is a central tower with a main platform 12-feet above ground. Two tube slides descend from the highest platform. The original design called for the slides to be enclosed almost all the way to the ground. The Committee requested DRP change the design to open the slides to the maximum allowed level of 8-feet above ground. Note that many of the play structures include a shade cover.

The swings have been placed on the East side of the play area. There are two generation swings which allow a child and an adult to swing together facing each other. An ADA compliant, zero gravity chair swing, four toddler swings and four juvenile swings are included. Located in the center of the row of swings is an arch swing. The arch swing can accommodate up to 5 children and is also an inclusive play feature. Children with sensory issues can lay across the swing.

Vendor Information:

The manufacturer for the equipment is GameTime located in Fort Payne, AL. GameTime is a subsidiary of Playcore of Wisconsin. All equipment is manufactured in the United States. Playcore/GameTime has been in business since 1931 and is the market leader in school and park playground equipment sales.

The authorized manufacturers' representative for GameTime in Florida is Dominica Recreation Products. Dominica Recreation Products has represented GameTime exclusively since 1968.

On February 22, 2016 the City Commission approved the final ranking as determined by the Evaluation Committee. The Evaluation Committee consisted of 6 voting members and one procurement staff serving as the source selection coordinator and one public works staff serving as the subject matter expert for the overall Rogers Park renovation project. The committee membership consisted of:

Voting Members

- Vonda Parker, Leesburg Resident – Member of the Recreation Advisory Board
- Caroline VanDyken, Leesburg Resident
- David Ohnstad, Leesburg Resident – Member of the Leesburg Kiwanis
- Travis Rima, City Recreation Director - Member of the Recreation Advisory Board
- Robert Harper, Public Works Project Manager
- Amy Fleck, Public Works Employee

Non-Voting Members

- Mike Thornton, Purchasing Manager – Source Selection Coordinator
- DC Maudlin, City Public Works Director – Project Owner

The Committee held three properly noticed Public Meetings to discuss evaluation scoring and results and to come to a consensus on the final ranking. Two meetings were dedicated to reviewing and revising designs prepared by Dominica Recreation Products (DRP).

Committee Meeting #1

Meeting one consisted of reviewing the original proposed design which resulted in a list of comments and requests from the committee. The comments sent to DRP are attached. The list of comments or 'wish list' was provided to DRP; all the comments were incorporated into a revised design. The cost of the original design was \$299,500.00. The cost for the revised design was \$359,614.09.

Committee Meeting #2

The Committee met a second time to review the revised design and to address a cost that now exceeded the budget. Several items were identified to be removed that did not add 'play value'. The items removed were aesthetic features and some of the rubberized Pour-In-Place (PIP) play surface. The Committee comments from that meeting are attached.

Committee Meeting #3

The Committee met a third time to review the fourth revision to the design. The fourth revision priced out at \$322,811.56. The Committee accepted the fourth design with two minor changes. Changes primarily to the layout of some of the features. The Committee requested a turtle be added back to the lower level of the 2-5-year-old area as a step-up to the platform. The second change was a reconfiguration of the Zero-G Chair swing and dragonfly so PIP surface could be used under the Zero-G Chair swing. The Zero-G Chair swing allows children who require additional support to swing. This feature, along with others in the design, creates an inclusive environment of play.

The Committee has spent a considerable amount of time and discussion on this project to insure the City would be constructing a 'destination' playground. A design that could anchor Rogers Park and compliment the splash pad once it is constructed.

The fifth and final revision is reflected in the attached Top View, color renderings will be provided at the Commission meeting or as soon as the Vendor can generate them based on the design revisions. The total cost for the final proposed design is \$335,847.44.

Some of the significant design changes contributed by the Evaluation Committee are:

- Sky Runner Zip Line
- Addition of the music garden providing ground level activities on the Poured-In-Place surface.
- Zero-G Seat swing.
- Arch Swing
- Removal of an original feature to add the Merry-Go-All
- Addition of a second Generation Swing

The Evaluation Committee deserves high praise for diligently working to achieve consensus in a very short time on vendor selection and the final playground design.

Recreation Advisory Board

The playground project and design was presented at the Recreation Advisory Board meeting on March 8, 2016. There was not a quorum but the members in attendance strongly supported the project and approved the design with the latest changes.

Procurement Analysis:

On December 28, 2015 the Purchasing Division issued RFP 160172 to four pre-approved companies. On January 28, 2016 each of the four companies submitted a response. The proposals were evaluated and the Committee came to a consensus of the top ranked firm. On February 22, 2016 City Commission approved resolution 9756 accepting the final ranking and authorizing the committee to negotiate a final design and contract with GameTime.

Options:

1. Approve the design and authorize execution of the agreement with GameTime; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

The approved budget for the Kids Korner playground replacement is \$300,000.00. Commission directed the \$20,002.00 from the sale of the Herlong Park Train be used for the playground and the Leesburg Kiwanis is donating \$10,000.00; providing an additional \$30,000.00 for a total budget of \$330,002.00.

The final cost of the playground equipment and installation is \$335,847.44. This amount is \$5,845.44 over budget. There is a \$5,000.00 contingency amount in the price. Should that amount not be needed the project will be slightly over the \$330,002.00 available funding. The overage can be covered with savings from other elements/phases of the overall Rogers Park project.

Submission Date and Time: 3/9/2016 4:06 PM

Department: <u>Public Works</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>031-5193-519.63-10</u> Project No. <u>310051</u> WF No. <u>WF0964614 / 001</u> Req. No. <u>48159</u> Budget <u>\$300,000.00</u> Available <u>\$330,000.00</u>
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- Installation Construction Notes :
- Flush With Sidewalk Installation
 - digout and final grade by others
 - sidewalks by others
 - drainage by others
 - Staging area to be provided by owner
 - Access path to be provided by owner
 - Expected on site work, about 3 weeks

Poured Rubber Surfacing
- 1,600 sq. ft. GTImpax Poured Rubber Surfacing
- 50% Color
- 4' critical fall height

Engineered Wood Fiber Surfacing
- 14,000 sq. ft. GTImpax Engineered Wood Fiber
- 12" Compacted Depth



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Kids Korner Playground
Leesburg, FL
Representative
Dominica Recreation Products

This play equipment is recommended for children ages 2-5 & 5-12

Minimum Area Required:
Scale: 1" = 5'-0"
This drawing can be scaled only when in an 36" x 48" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
Rob
Date:
3-8-16
Drawing Name:
Kids Korner



Enriching Childhood Through Play.™

GameTime Executive Summary

Our Mission

The GameTime mission is to be the global leader in the commercial park and playground market using its rotational molding capabilities, design engineering and manufacturing, new product innovation, dedicated employees, and outstanding "customer focused service". At GameTime, we understand our most important customers are children. We take our commitment to develop imaginative, safer and more accessible playgrounds seriously. We recognize the best play experience combines innovative and compliant equipment that engages children in physically and mentally stimulating activities. Products are developed to educate, challenge, stimulate and entertain the mind while providing opportunities for very active through somewhat passive physical play.

Industry Leadership

As the market leader in school and park playground equipment sales with 18.5% share, GameTime is differentiated by its unique and innovative products, price competitiveness, manufacturing quality and network of professional field representatives. Superior rotomold capabilities, an experienced and stable workforce, increasing manufacturing efficiencies and throughput, continuing process redesign, effective quality control, state-of-the-art facility and equipment, coupled with the fastest shipping cycle in the industry, result in lower prices and on-time deliveries of premium products.

GameTime is honored to have many repeat customers and has established longstanding supply relationships with the New York Housing Authority, New York Department of Parks, Chicago Public Building Commission, San Diego Unified School District, Baltimore County Recreation and Parks, Toronto District School Board, ARAMCO (Saudi Arabia), and others. GameTime is a vendor to the Federal Government under General Services Administration (GSA) contract GS-07F-0397K.

Innovation

With over 300 composite structure components, product innovation is a key GameTime strength. For example, our *BigFoot Slide* offers three different sliding experiences; our one-piece eight-foot high super-wide *RockSlide* spiral slide with natural rock-like texture on the slide and hood; our *Accessible Dragon* combines fantasy with accessibility; our *MegaRock Climber* provides realistic rock climbing and an underside cave experience complete with wall fossil. See our 2008 Park and Playground Catalog for many more examples.

With our PowerScape® PowerLock™ connection systems, the only factory installed "clamp" in the industry, customers are assured of proper and "compliant" equipment installation at reduced

time and expense. No onsite measuring and drilling of uprights, and no guesswork where components attach. Our systems come easy to follow instructions and diagrams; we leave no margin for error like clamp-based systems do. GameTime introduced the Entry Archway to reduce inadvertent falls while allowing access to the structure; now an ASTM industry requirement. GameTime decks bolt directly into the supporting upright using our exclusive vandal-resistant deck connection.

Manufacturing

GameTime is a vertically integrated company with extensive design, manufacturing and distribution capabilities. With 400,000 sq. ft. under roof on an 81-acre facility devoted solely to the manufacture of playground equipment, GameTime is well equipped to handle orders of any size. The company currently employs more than 445 employees in management, engineering and manufacturing roles. Seasonal weekly production can exceed \$2,750,000. The daily inventory of raw materials often is valued at approximately \$6,000,000. We do all metal fabrication, rotationally-molded plastic and powder coating "in-house". Once an order is entered and accepted, GameTime is in a position to deliver equipment to its customers within 30 to 45 days. Typically, GameTime operates on a 30-day production cycle, based on weekly manufacturing releases.

Product Specifications

Customers may choose between aluminum and galvanized steel supporting posts (uprights). Primary connecting hardware is of 304 stainless steel with button pin-in-head, torque-socket cap screws with a two-part epoxy locking patch added to the threads to reduce loosening resulting from vibration and use. Metal assemblies are MIG (metal inert gas) welded for maximum penetration and good structural integrity. See our full product specifications.

Paint finishes are applied electrostatically to a 3.0 – 5.0 mil thickness with a custom formula of TGIC polyester powder that is oven cured at 400 degrees for superior adhesion characteristics and maximum exterior durability and longevity. Prior to coating, all components are mechanically cleaned and washed in a six-stage bath system with an iron phosphate wash, a rust inhibitor, and sealer to prevent flash rusting before coating. Coatings are tested for hardness, adhesion and impact resistance in accordance with ASTM standards.

Rotationally-molded plastic products are produced of linear low-density polyethylene with UV-stabilized color and anti-static compound additives. GameTime has pioneered the manufacture of large, single-piece plastic parts. GameTime routinely inspects and tests its products at random for compliance with manufacturing tolerances and quality standards per ISO procedures.

Quality Assurance

As an ISO 9001/2000 certified (unconditionally) company, GameTime maintains a program of quality assurance and standardization in design control, development, production, installation and servicing in accordance with procedures by the International Organization for Standardization. GameTime's Quality Assurance Department inspects parts at random for compliance with manufacturing specifications and tolerances in accordance with ISO 9001/2000 procedures. Manufacturing

processes are carefully defined, documented and monitored to make possible the production of uniform, quality parts. Quality audits are performed daily to reduce manufacturing error. Special welding fixtures are used for each part to facilitate proper assembly and fitting. GameTime is ISO 9001/2000 certified, the most up-to-date certification possible.

Organizational Structure

GameTime employs 445 people at its Fort Payne facility devoted solely to the design, manufacture, and sales of commercial playground and recreation equipment. GameTime is a Division of Playcore of Wisconsin. A Wisconsin Corporation, In business since 1931. Federal ID number 39-1720480. GameTime works hand in hand with our exclusive sales agencies in managing the administration of contracts and services. Contract administration will be provided by Dominica Recreation Products, our sales representative. Their contact information is listed below:

Dominica Recreation Products
Attn: Rob Dominica
P.O. Box 520700
Longwood, FL 32752
Phone: 800-432-0162
Fax: 407-331-4720
Email: robd@gametime.com

Service Quality Program

Our experienced field sales representatives provide local on-site consultations and "in-house" design services by NPSI certified safety inspectors; provide supervision and installation services by GameTime "certified" installers, and coordinate equipment delivery with installation of equipment and safety surfacing. All GameTime Certified Installers provide the "Five Star Plus Installation" program which provides for initial contact, site readiness, confirmation of order, installation, customer approval, and a re-visit of the site within 90 days of completion. A copy of our Five Star Plus Installation commitment is attached.

GameTime's response time to service calls is 3 business days for normal service calls, 1 business day for urgent service calls, and same day service for emergency service calls. Your service provider would be, John Fitzgerald, GameTime Certified Installer. Their contact information is listed below:

John Fitzgerald , Inc.
412 E. Mattie Street
Sanford, FL. 32773
Office Phone: 407-323-8822
Office Fax: 407-323-0999

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

GAMETIME[®] WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScope[®], PrimeTime[®] and Xscape[®] uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScope Tru-Loc[®] connections.
- ✓ Ten-Year limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Twenty-Year limited warranty on Timber Décor[™] recycled plastic lumber products.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on iTrack[®] fitness equipment (does not include Endurance).
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade[®] products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats[™].
- ✓ Three-Year limited warranty on SaddleMates[®] rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime Instructions and use approved parts.



A PLAYCORE Company



Accessible products from the leader in inclusive play.



GameTime has a rich heritage of designing inclusive playgrounds and play products. From the first commercially-available ramped playground systems to innovative freestanding play activities that encourage children of all abilities to play together, GameTime is committed to **Play. For all.**



able play RATING	
GameTime GT Jams®	
serial #GAMT-MM04-1101-11	
DISABILITY CATEGORY	RATING (1-5)
Communicative	★★★★
Physical	★★★
Sensory	★★★
Cognitive	★★★
www.ableplay.org	
Play products for children with special needs Independent evaluation by National Lekotek Center	

GT Jams

Music is an inherently intergenerational, inclusive activity. GT Jams creates a symphony of sound on the playground that users of all ages and abilities will enjoy. Customizable and configurable for each play environment, GT Jams specifically addresses the needs of the whole child and provides equitable play opportunities for everyone.

Inclusive play benefits:

- Instruments provide a way for all children to contribute to the sounds of the play environment
- Intentional behavior cues and multisensory feedback encourage participation
- Music/Movement promote creativity, imagination, social interaction and physical activity



able play RATING	
GameTime GameTime Auditory Half Panel	
serial #GAMT-AT03-1101-11	
DISABILITY CATEGORY	RATING (1-5)
Physical	★★★★
Sensory	★★★★
Communicative	★★★★
Cognitive	★★★
www.ableplay.org	
Play products for children with special needs Independent evaluation by National Lekotek Center	

Auditory Half Panels

Our universally designed, auditory panels can be installed on decks or at ground level to provide interactive opportunities through sound. The panels provide visual/tactile/auditory interest, manipulative parts to explore and touch sensors that activate sound effects upon contact.

Inclusive play benefits:

- Comfortable reach and access for individuals who stand or use mobility devices
- Dramatic play to encourage peer interaction, language development and learning
- Ultra-sensitive touch sensors respond to the slightest skin contact making the panels an ideal activity for children with fine motor challenges

Lekotek is the country's central source on products and play for children with special needs. After an independent and exhaustive review of these products, Lekotek awarded an **AblePlay** rating. AblePlay ratings are designed to provide a snapshot of a product's appropriateness for children with special needs, taking the guesswork out of making choices and providing the details that give you confidence in selecting playground equipment for children of all abilities.



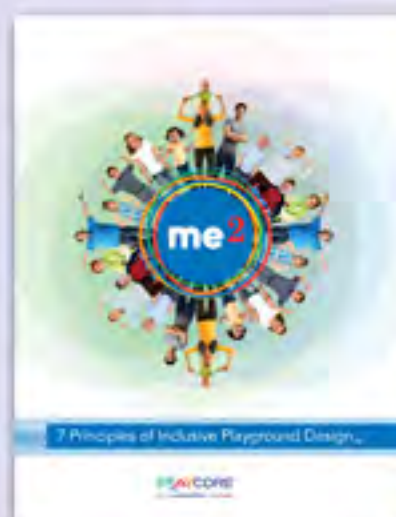
To learn more about the AblePlay™ ratings, visit www.ableplay.org.

Lekotek

A division of Anixter Center

We helped write the books on inclusive playgrounds.

Learn more by visiting these websites:
www.gametime.com/inclusiveplay
 and www.inclusiveplaygrounds.org



Merry-Go-All Inclusive Innovation

Merry-Go-All builds on GameTime's leadership and legacy of manufacturing truly inclusive play activities. Transforming the traditional playground whirl, this innovative product allows children with and without disabilities to actively participate in a meaningful play experience together.

Merry-Go-All is a fully inclusive spinning event for up to 12 passengers (4 seated, 8 standing) in a forward facing position. It provides a social, collaborative play activity as children cooperate to turn themselves using the stationary center turning table or easy to grasp handles located on the outside. A 5-point harness option is available to provide additional upper body support.

Inclusive play benefits:

- Easy to grasp handles on the outside and turning table on the inside support various fine motor abilities
- Sensory-rich spinning experience that promotes whole body awareness through movement
- Contoured seats provide additional support to help users sustain engagement in physical and social play

able play RATING	
GameTime Merry-Go-All serial #GAMT-WH06-0501-12	
DISABILITY CATEGORY	RATING (1-5)
Sensory	★★★★★
Physical	★★★★★
Communicative	★★★★★
Cognitive	★★★★★
www.ableplay.org	
Play products for children with special needs Independent evaluation by National Lekotek Center	



Tree For All

Tree for All is a central focus and gathering spot on a playground. Its ramped design provides independent access for people of all abilities and endless opportunities for exploration, discovery and imaginative play.

Inclusive play benefits:

- Cozy spots for children to seek sensory relief, gather with friends, observe others or rest
- Design features promote social interaction, independent movement and tactile exploration
- Includes ramps to and through the center of the treehouse for a unique and memorable play experience for all

able play RATING	
GameTime Tree For All	
serial #GAMT-ET01-1101-11	
DISABILITY CATEGORY	RATING (1-5)
Communicative	★★★★
Physical	★★★★
Sensory	★★★★
Cognitive	★★★★
www.ableplay.org	
Play products for children with special needs Independent evaluation by National Lekotek Center	



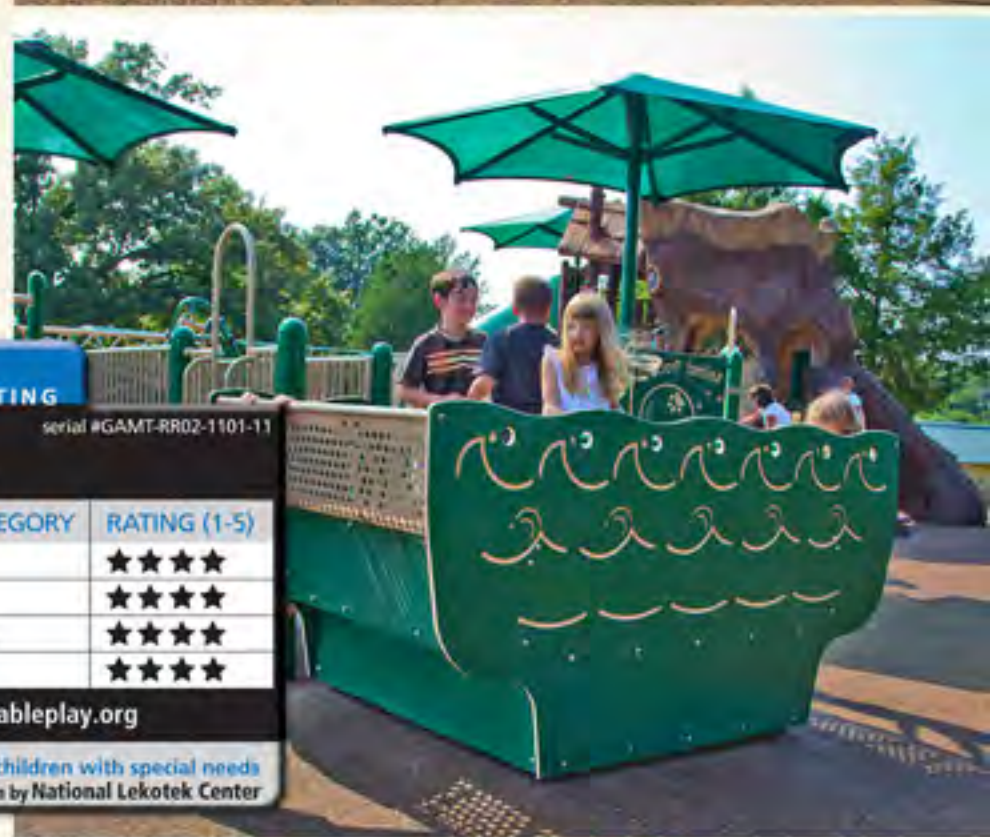
Rock N Raft

Children of all abilities imagine exploring the open seas and foster friendships with our inclusive Rock N Raft. There is seating for six, as well as room for a person using a mobility device to fit comfortably. Rock N Raft gently glides as passengers cooperatively shift their weight or push the outside to achieve momentum. Rock N Raft is ramp accessible from a structure or available for freestanding installation.

Inclusive play benefits:

- Movement and motion create a dynamic social experience as users work together in unification
- Individuals who use a wheelchair do not have to transfer out of their mobility device to enjoy
- Users experience active physical and social inclusion

able play RATING	
GameTime Rock N Raft	
serial #GAMT-RR02-1101-11	
DISABILITY CATEGORY	RATING (1-5)
Physical	★★★★
Sensory	★★★★
Communicative	★★★★
Cognitive	★★★★
www.ableplay.org	
Play products for children with special needs Independent evaluation by National Lekotek Center	



Zero-G Chair

Adding a Zero-G Chair swing to your playground allows children who require additional support to swing alongside their friends. This creates an inclusive environment of play parity where everyone can join in the fun. The Zero-G Chair is available for ages 2-5 and 5-12.

Inclusive play benefits:

- Children with physical disabilities can experience movement apart from their mobility device
- High back, wing support, wide base and molded adjustable harness help the user maintain a neutral body position and minimize fatigue
- Fully engages the senses and encourages interaction among caregivers and peers

able play RATING	
GameTime Zero-G Chair®	
serial #GAMT-SS05-1101-11	
DISABILITY CATEGORY	RATING (1-5)
Physical	★★★★
Sensory	★★★★
Communicative	★★★★
Cognitive	★★★★
www.ableplay.org	
Play products for children with special needs Independent evaluation by National Lekotek Center	





A PLAYCORE Company

800-235-2440 gametime.com



Public Playground Accessibility Checklist

Updated 3/12/2012

ADA STANDARD	COMPLIANT
Public Playgrounds must have an accessible route to the play area preferably 60" wide, maximum running slope of 1:20 and maximum cross slope of 1:48. The route to the play area is an accessible route. Minimum width is 36" and the maximum slope is 1:12. Any running slope over 1:20 or 5% is treated as a ramp with handrails and landings. (See Chapter 4, Accessible Routes, DOJ ADA 2010)	
Within the play area, the safety surfacing must comply with ASTM F 1292-99 or -04 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment when located within the use zone for proper impact attenuation. All accessible routes within the play area, clear floor or ground spaces at play components required to be accessible and turning spaces must comply with ASTM 1951-99 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.	
Within the play area, the accessible route must be at least 60" wide, with a maximum running slope of 1:16, a maximum cross slope of 1:48 and a minimum of 80" overhead clearance. For small play areas of less than 1000 square feet in total size, the accessible route must be at least 44" wide, with a maximum running slope of 1:16, a maximum cross slope of 1:48 and a minimum of 80" overhead clearance.	
Composite play structures that include a transfer system as a means of access must meet the following criteria: <ul style="list-style-type: none"> • Transfer platform height must be between 11-18" with clear minimum width of 24" and depth of 14" • Transfer steps are maximum of 8" high and include handholds to aid movement. • Minimum 30" by 48" transfer space must be provided adjacent to the transfer platform. The 48" long minimum dimension of the transfer space shall be centered on and parallel to the 24" long minimum side of the transfer platform. The side of the transfer platform serving the transfer space shall be unobstructed. 	
Composite play structures that include ramps that connect elevated play components as a means of access must meet the following criteria: <ul style="list-style-type: none"> • Elevated ramps must be at least 36" wide, maximum running slope of 1:12 and maximum length of 144"(12 feet) before providing a landing. • Elevated ramps must include handrails on both sides meeting hand-gripping criteria and with a height between 20-28". Elevated ramps with handrails, barriers beyond the ramp edge and barriers not extending within 1" of the ramp surface must have edge curbing at least 2" high for the entire ramp length. No handrail extensions are required. • When elevated ramps change in direction, a 60"x 60" minimum level landing must be provided at both the top and the bottom of each run. 	
Elevated ramps and accessible platforms attached at ramp levels shall have no openings on surface greater than 1/2" and vertical change in level less than 1/4" or up to 1/2" with a 2:1 beveled edge.	
Wheelchair – accessible platforms require guardrails or barriers. Openings for access/egress play components shall be narrowed to 15" or less.	
Advisory Reach ranges for accessible manipulative and interactive sensory and communicative components must have reach range heights between 16-44" for 9-12 year old, 18-40" for 5-8 year old and 20-36" for 3-4 year old user age groups.	
Ground level upper body equipment intended for use by a person using a mobility device must be less than 54" above protective surfacing.	
Ground level play tables and components for users over 5 years old must have a minimum vertical knee clearance of at least 24" high, a minimum depth of at least 17" deep and a minimum width of at least 30". The maximum top of playing surface shall not exceed 31".	
Composite play structures must have elevated accessible routes by ramp and or transfer systems to connect at least 50% of the elevated play components. Large composite play structures with more than 20 elevated play components must have at least 25% of the elevated play components connected by elevated ramps.	



A PLAYCORE Company

800-235-2440 gametime.com



Public Playground Accessibility Checklist

Updated 3/12/2012

ADA STANDARD	COMPLIANT
Play areas must have the minimum number of accessible play components and types on the accessible routes per the following criteria: Remember it is one of each type at ground level and 50% elevated that must be accessible. The trigger to use the table is for Additional Number and Types. Where elevated play components are provided, ground level play components shall be provided in accordance with Table 240.2.1.2 and shall comply with 1008.4. EXCEPTION: If at least 50 percent of the elevated play components are connected by a ramp and at least 3 of the elevated play components connected by the ramp are different types of play components, the play area shall not be required to comply with 240.2.1.2.	

TABLE 240.2.1.2 NUMBER AND TYPES OF GROUND LEVEL PLAY COMPONENTS REQUIRED TO BE ON ACCESSIBLE ROUTES

NUMBER OF ELEVATED PLAY COMPONENTS PROVIDED	MINIMUM NUMBER OF GROUND LEVEL PLAY COMPONENTS REQUIRED TO BE ON AN ACCESSIBLE ROUTE	MINIMUM NUMBER OF DIFFERENT TYPES OF GROUND LEVEL PLAY COMPONENTS REQUIRED TO BE ON AN ACCESSIBLE ROUTE
1	N/A	N/A
2-4	1	1
5-7	2	2
8-10	3	3
11-13	4	3
14-16	5	3
17-19	6	3
20-22	7	4
23-25	8	4
26+	8, plus 1 for each additional 3, or fraction thereof, over 25	5

The purpose of this GameTime ADA checklist is to raise awareness and provide education about some considerations to promote ADA compliance. It should not be considered all-encompassing. Providers are encouraged to read the Standards and seek additional information if necessary. Please refer to manufacturer specifications and safety warnings and continue to provide normal safety inspections. Safety goes beyond these comments, requires common sense, and is specific to the playground involved. While the intent is to provide general resources for ADA compliance, GameTime and all GameTime companies disclaim any liability based on information contained on this checklist. GameTime provides these comments as a public service in the interest of inclusion and compliance while advising of the restricted context in which they are given.

Meeting #1 - Evaluation Committee Comments on GameTime Design

1. Big Picture Items

- a. The City would like to have an 'overall' combined play area instead of the 2 separate areas. This would allow us to save on concrete and provide other benefits. We would like to have a single play area but still have the two age groups distinctly separated.
- b. What is the UV rating on poured in place surface? Concerned with fading. How long is the PIP warranted against fading and when would a new color cap have to be installed?
- c. City likes the mix of Engineered Wood Fiber and Pour in Place play surface.
- d. Theme or element should be 'gardens' for Venetian Gardens. Liked the use of the alligator and dragon fly.
- e. Does GameTime have a feature that could provide a wow factor to our project that hasn't been installed in any installations located in this area? Something that would create a 'destination playground'?
- f. Would like to see the swings located more centrally. We think by creating one large play area the swings could be relocated to be more central to the 2-5 **and** 5-12 play areas.

2. General Comments

- a. Zip Lines
 - i. All really liked the ZipKrooz feature offered by LSI. Does GameTime have a comparable zipline feature.
 - ii. We see your SkyRun Zipline but are not sure if it can be adapted to be ADA.
 - iii. ADA compliant zip line with approved chair.
 - iv. It is more than possible for the City to create an additional area to the North of the playground (towards Dixie Ave.) location for zip lines if more space is needed.
- b. Not sure on the Sky Runner. Might want to substitute with something like the Merry-Go-All shown on catalog page 109. This may also help address the request for more limited mobility activities (item 3.b.) in the 5-12 area.
- c. More activities available for children restricted to wheel chairs.
- d. More interactive panels located at ground level.
- e. Would like to have at least two 'Expression Swings'.
- f. Multi-person platform swing – inclusive swing. Similar to Arch Swing shown on catalog page 104.

- g. Discussion on more design elements to cover metal posts, specifically on the swings. Make swing uprights look like tree trunks, etc . . .
- h. More features of the 'Imagination Play' type.
- i. Discussion on having Tree House or Mother Tree as shown on page 85 in the 2-5 year area. Note the Tree House is tall and not for 2-5. The Mother Tree features states 2-5.

3. 2-5 year Play Area

- a. More color on 2-5 structure.
- b. Loved the alligator in the 2-5 area.
- c. Liked the Music Garden features from catalog but not on design.

4. 5-12 year Play Area

- a. Do not care for tunnel slides (fully enclosed). We recognize the proposed design has one because of the height. Are there any other alternatives to a fully enclosed tunnel slide?
- b. Would like to see more features in the 5-12 area for limited mobility activities.

Meeting #2 – Evaluation Committee Comments

Eliminate:

- Slithering Snake Seat
- Inch Worm
- Spinning Leaf Seat

Move Merry-Go-All to where the Inch Worm was. The open area created by removing the features will be replaced with benches to be provided and installed by the City.

Switch positions of the Expression Swings and the Zero G Swing Seat. Eliminate Poured in Place surface under the Expression Swings. PIP only under the Zero G Swing.

All Other features look great. No changes to the other swings. No changes to the 5-12 area. Tube slides with reduced enclosure is good.

Separate Pricing

Can you please provide a cost breakdown for the 'Sound Garden' area including the PIP. We would like to know that cost in case we need to go to an organization and request funding/donation. Not sure we will need to but would like to have the cost ready just in case.

ADA Slide

The committee would like information on how might an ADA slide be incorporated into the 2-5 area. This would be a slide where a wheel chair can be taken to the top the child can get onto the slide and slide down.

Would like to know the cost of incorporating something into the existing structure or having a standalone structure.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE AN AGREEMENT WITH GAMETIME A
DIVISION OF PLAYCORE WISCONSIN, INC.; AND PROVIDING
AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with GameTime A Division of Playcore Wisconsin, Inc. whose address is 150 PlayCore Drive SE, Fort Payne, AL 35968-0121 (email address: robd@gametime.com) for design services, play equipment and installation services pursuant to Invitation to Bid 160172.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of March 2016.

Mayor

ATTEST:

City Clerk

FIRM-FIXED-PRICE AGREEMENT TO FURNISH & INSTALL PLAYGROUND EQUIPMENT

THIS AGREEMENT is made as of the 14th day of March in the year 2016, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **GAMETIME A DIVISION OF PLAYCORE WISCONSIN, INC.** whose address is 150 PlayCore Drive SE, Fort Payne, AL 35968-0121 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. Services. The CONTRACTOR shall design, manufacture, furnish and install the playground equipment and play surface as detailed in EXHIBIT "B" – Quote Number 7442 for a total price not to exceed **\$335,847.44**. The cost of the services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price or change to the scope of services. Said price includes all labor, equipment and materials needed to complete the project as described herein. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for similar projects.

2. Labor and Materials. All work will be done in a competent and workmanlike manner, using quality, new materials. CONTRACTOR shall warrantee all materials and workmanship furnished under this agreement as detailed in **EXHIBIT "A"**.

3. Insurance and Indemnity Requirements.

A. The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage.

- a) All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- b) The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- c) The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- d) The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or

sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.

- e) The provisions of the required insurance are subject to the approval of the CITY'S Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- f) All liability insurance, except professional liability, shall be written on an occurrence basis.
- g) The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h) Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, contract or lease.

B. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, contract or lease begins.

- a) Except for workers' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- b) The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- c) The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- d) The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- e) The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- f) The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

C. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of **\$1,000,000** per occurrence combined single limit that includes coverage for bodily

and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u).

- a) For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.

D. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of **\$1,000,000** per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

E. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least **\$100,000** each accident and **\$100,000** each employee with **\$500,000** policy limit for disease.

CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

4. Indemnification. The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Contract; or the negligence of the CONTRACTOR in the performance of its duties under this Contract, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this agreement is a “construction contract” as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney’s fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

5. Limitation of Liability. CONTRACTOR shall in no event be liable for any indirect, special or consequential damages whatsoever, under any theory of relief, including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to CONTRACTOR’s acts or omissions. Under no circumstances shall Vendor’s liability to CITY exceed the contract price for the specific goods and services upon which the claim is based. Any action for breach of contract or otherwise must be commenced within one year after the cause of action was accrued.

6. Codes, Laws, and Regulations. CONTRACTOR will comply with all applicable codes, laws, regulations, funding requirements, standards, and ordinances in force during the term of this Agreement including those detailed in **EXHIBIT “B”**.

7. Permits, Licenses, and Fees. CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR’S performance of the Scope of Services.

8. Access to Records. CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR’S

normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

9. Contingent Fees Prohibited. The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

10. Payment. CITY shall compensate CONTRACTOR for their services in the following manner: **SEE EXHIBIT "A"**.

11. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

12. Independent Contractor. The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

13. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

14. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

15. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

16. Term. The term of this Agreement shall be for a period of one (1) year or until the terms and conditions of this Agreement, including, but not limited to, its Scope of Services, have been completed, whichever occurs first, as determined by the CITY.

17. Termination. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination according to the 'Cancellation Charges' clause in this Agreement.

A. Default. Each of the following shall constitute a default under this Agreement: (a) CONTRACTOR is adjudged to be bankrupt; (b) CONTRACTOR makes a general assignment for the benefit of its creditors; (c) CONTRACTOR fails to comply with any of the terms, conditions or provisions of this Agreement; or (d) CONTRACTOR's experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement. If, during the term of this Agreement, CONTRACTOR shall be in default of this Agreement, CITY may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until CITY gives written notice of default to CONTRACTOR with at least (10) days to cure such default. If CONTRACTOR fails to correct such delinquency or default, CITY may terminate this Agreement and pursue such remedies as may be available at law or in equity. CONTRACTOR shall be paid compensation for services satisfactorily performed and completed as of the date of termination. CITY shall not be liable for partially completed Work. In addition to the remedies available hereunder, the CITY shall have the right of offset from sums or payments otherwise due the CONTRACTOR, any sums or amounts which the CONTRACTOR may owe to the CITY pursuant to the provisions of this Agreement and seek such remedy as may be available, including, but not limited to satisfaction of the performance bond. It is not the intention of this paragraph to limit or prevent delay damages or other damages that may occur.

B. For Convenience. Notwithstanding any other provision of this Agreement, CITY may, upon prior written notice to CONTRACTOR, terminate this Agreement with or

without cause. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed prior to the effective date of termination.

18. Notice to Proceed. The CITY authorizes CONTRACTOR to begin work by supplying a fully executed Agreement AND City Purchase Order.

19. Contact Person. The primary contact person under this Agreement for the CONTRACTOR shall be ROB DOMINICA, Dominica Recreation Products. The primary contact person under this Agreement for the CITY shall be DC MAUDLIN Public Works Director.

20. Disclosure of Conflict. The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

21. Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

22. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**GAMETIME A DIVISION OF
PLAYCORE WISCONSIN, INC.**

By: _____

Printed Name: _____

Title: _____

EXHIBIT “A”

SCOPE OF SERVICES

- I. **Scope of Work.** CONTRACTOR shall design, manufacture, furnish and install the playground equipment and play surface as detailed in **EXHIBIT “B” - Quote Number 7442**. Location of installation shall be Rodgers Park in Venetian Gardens.
- II. **Incorporation of Sections.** The following sections of the Request for Proposal 160072 document are incorporated by reference and made a part hereof:
 - a. Section 1 - Special Terms & Conditions,
 - b. Section 2 - Scope of Work,
 - c. Section 3 – Submittal Format & Evaluation,
 - d. Section 4 – General Terms & Conditions,
 - e. Section 5 – Forms Section
 - f. Addenda No. 1
- III. **RFP Response.** The original RFP response submitted by CONTRACTOR on January 28, 2016 is incorporated by reference and made a part hereof.
- IV. **Final Layout.** The final layout Top View is attached as **EXHIBIT “C”**. This layout may be changed upon mutual agreement of the CITY and CONTRACTOR to accommodate actual construction conditions. Should any changes to the layout result in a change to the cost that exceeds the contingency amount a written change order shall be required.



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

EXHIBIT "B"

QUOTE
#74472

03/08/2016

Kids Korner Playground 3-8-16

City of Leesburg
 Attn: Mike Thornton
 204 North 5th Street
 Leesburg, FL 34748
 Phone: 352-728-9880
Mike.Thornton@leesburgflorida.gov

Ship To Zip: 34749

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	Game Time - All Equipment Shown On Topview	\$289,118.00	\$208,609.94	\$208,609.94
		(1) 4845 -- Stained Glass Ass'y - Red			
		(1) 5032 -- 2-5 Age Appropriate Fiberglass Sign			
		(1) 5033 -- 5-12 Age Appropriate Fiberglass Sign			
		(1) 5055 -- Merry-Go-All			
		(1) 5056 -- Arch Swing			
		(1) 5109 -- KidNetix - Cliffhanger Bridge			
		(3) 5111 -- KidNetix - Pod Landing			
		(3) 5113 -- KidNetix Conifer Topper			
		(1) 5120 -- SkyRun ZipLine 75'			
		(1) 5122 -- KidNetix - Torsion Net			
		(1) 5124 -- KidNetix - Triangle Net			
		(2) 5128 -- Expression Swing 3 1/2" x 8'			
		(1) 5151 -- PT Solo Swing Frame 3 1/2" x 8'			
		(1) 7104 -- Gator			
		(1) 7109 -- Tuscon Turtle			
		(1) 12583 -- ADA Primetime Swing Frame, 3 1/2" Od			
		(2) 18826 -- PrimeTime Swing 3 1/2" x 8'			
		(2) 18827 -- PrimeTime Swing Add a Bay 3 1/2" x 8'			
		(1) 38000 -- The Dragonfly			
		(1) 38002 -- The Spider			
		(1) 38011 -- Vine Climber High			
		(1) 38226 -- Dome Boulder			
		(1) 38228 -- Plateau Boulder			
		(1) 38230 -- Log Balance Beam			
		(1) 38233 -- Forked Balance Beam			
		(5) 80000 -- 49" Sq Punched Steel Deck			
		(13) 80001 -- 49"Tri Punched Steel Deck			
		(1) 80078 -- 6"Stepped Platform			
		(1) 80082 -- Slide Transfer			
		(1) 80192 -- SunBlox Umbrella Canopy			
		(1) 80194 -- SunBlox Hex Canopy			
		(1) 80210 -- Tin Roof 4 Square			
		(1) 80657 -- Access Attachment 5'			
		(1) 80686 -- Handhold/Kickplate Pkg			
		(1) 80687 -- Handhold/Kick Plate Pkg			

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Qty	Stock ID	Description	List \$	Selling \$	Ext. Selling \$
		(1) 80688 -- 2' Tri Transfer Platform			
		(1) 80704 -- 90 Deg Crawl Tube W/Spy			
		(1) 80931 -- Single Gizmo Panel			
		(1) 80942 -- Crawl-Thru Panel			
		(1) 81664 -- Single ThunderRing			
		(2) 81666 -- Fun Seat			
		(1) 81668 -- Nature Discovery Table			
		(1) 81699 -- Bongos			
		(1) 90004 -- Two Piece Hex Deck			
		(1) 90033 -- 4' Transfer Platform w/guardrail			
		(1) 90146 -- 4'-6"/5' Corner Vine Climber			
		(1) 90149 -- 5'-6"/6' Corner Vine Climber Reverse			
		(1) 90157 -- Triple Slide			
		(1) 90186 -- Ashiko & Djembe Panel			
		(1) 90188 -- Calabazo Panel			
		(1) 90193 -- 2-6"/3' Single Curved Zip Slide			
		(1) 90197 -- Nature Panel Above Dk			
		(1) 90235 -- GT Jam Box			
		(5) 90264 -- 6' Upright, Alum			
		(6) 90265 -- 7' Upright, Alum			
		(3) 90266 -- 8' Upright, Alum			
		(4) 90268 -- 10' Upright, Alum			
		(1) 90269 -- 11' Upright, Alum			
		(2) 90270 -- 12' Upright, Alum			
		(1) 90271 -- 13' Upright, Alum			
		(1) 90272 -- 14' Upright, Alum			
		(6) 90273 -- 15' Upright, Alum			
		(1) 90369 -- River Rock Climber			
		(2) 90384 -- Timber Decor Panel			
		(3) 90392 -- Store Panel two color			
		(1) 90425 -- Letters Maze above deck			
		(1) 90442 -- Endangered Species Panel Below Dk			
		(1) 90444 -- Nature Panel Below Dk			
		(2) 90579 -- Double Swerve Slide			
		(1) 90598 -- Hour Glass Climber			
		(1) 90654 -- 3'-6"/4'-0" Zip Swerve Slide Right			
		(1) 90713 -- Frog Slide Puzzle-Gadget pnl above dk			
		(1) 90722 -- 3 in a Row - Gadget panel below deck			
		(1) 90792 -- Sloped Funnel Climber Timbers(Dbl)			
		(1) 91132 -- Drivers Panel below deck			
		(4) 91150 -- Entryway - Timbers			
		(3) 91151 -- Climber Entryway - Timbers			

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Qty	Stock ID	Description	List \$	Selling \$	Ext. Selling \$
		(1) 91157 -- Archway w/ Socket - Timbers			
		(3) 91163 -- Climber Offset Archway - Timbers			
		(1) 91182 -- 5' 0" Plank Climber - Timbers			
		(3) 91209 -- Climber Entryway - Barrier			
		(1) 91211 -- Funnel Bridge - Timbers (2 deck Span)			
		(1) 91245 -- 3'6" - 5'0" Leaf Scramble Up			
		(1) 91251 -- 5'0" - 5'6" Lily Pad Spiral Climber			
		(1) 91276 -- 5'0" thru 7'0" Splash			
		(1) 91284 -- Three Stump Climber			
		(4) 91310 -- Shadow Play Tree Single 0'6" - 7'0"			
		(1) 91327 -- Big Stump Climber			
		(2) 3964RP -- Panel Enclosure (for 12' tower)			
		(1) 3966RP -- 4' Spiral Stairs (reverse)(w/ filler)			
		(1) 3967RP -- Citadel Tower w/ 3D panels			
		(6) 4044RP -- Tower Extensions w/o Cap			
		(1) 4045RP -- Tower Extensions w/ Cap			
		(1) 4336RP -- 12' WilderTube Tower Slide			
		(1) 4337RP -- 12' WilderTube Tower Slide Reverse			
		(2) G90262 -- 4' Upright, Galv			
		(1) G90266 -- 8' Upright, Galv			
		(2) G90268 -- 10' Upright, Galv			
		(1) G90269 -- 11' Upright, Galv			
		(6) G90270 -- 12' Upright, Galv			
		(5) G90271 -- 13' Upright, Galv			
		(10) G90272 -- 14' Upright, Galv			
		(2) G90273 -- 15' Upright, Galv			
		(1) SS8558 -- 3 1/2" Zero-G Chair (5-12)-Stainless			
		(4) SS8696 -- Encl Tot Seat 3 1/2"/8' High w/Clevis			
		(4) SS8910 -- Belt Seat 3 1/2" /8' w/Clevis			
		(1) 178749 -- Owner's Kit			
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services - <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$66,700.00	\$66,700.00	\$66,700.00
1550	Poured-4	GT-Impax - Poured Rubber Surfacing - 4' fall height - 50% Standard Color - Aromatic Binder - 1/2" EPDM Cap - 5-year warranty		\$12.50	\$19,375.00
1550	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.) - <i>Warranty to match Surfacing Warranty (5-years). Installed per specification of Unitary Surfacing requirements.</i>		\$3.25	\$5,037.50

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Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
14000	EWf-12	GT-Impax - Engineered Wood Fiber - 12" Compacted Depth - <i>per sq. ft. - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant</i>	\$1.90	\$1.26	\$17,640.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2010 Building Code Drawings		\$1,400.00	\$1,400.00
1	Permits	5-Star Plus - Building Permits - <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>		\$350.00	\$350.00
1	Allowance	5-Star Plus - Additional Construction Allowance - <i>Can be used for concrete curbs, drainage, or anything else that may come up on site.</i>		\$5,000.00	\$5,000.00

All Sitework, grading, digout, sidewalks, and drainage by others.
Contract: USC

SubTotal: \$413,580.50
Contract Discount: (\$55,121.86)
Additional Discount: (\$34,346.20)
Freight: \$11,735.00
Total Amount: \$335,847.44

This quote was prepared by Rob Dominica, President.
For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

All pricing in accordance with U.S. Communities Contract #110179.

All terms in the U.S. Communities Contract take precedence over terms shown below.
For more information on the U.S. Communities contract please visit www.uscommunities.org/gametime

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

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Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: Reference signed agreement and P.O.Date: March 14, 2016

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$335,847.44**

- Installation Construction Notes :
- Flush With Sidewalk Installation
 - digout and final grade by others
 - sidewalks by others
 - drainage by others
 - Staging area to be provided by owner
 - Access path to be provided by owner
 - Expected on site work, about 3 weeks

- Flush With Sidewalk Installation
- digout and final grade by others
- sidewalks by others
- drainage by others
- Staging area to be provided by owner
- Access path to be provided by owner
- Expected on site work, about 3 weeks

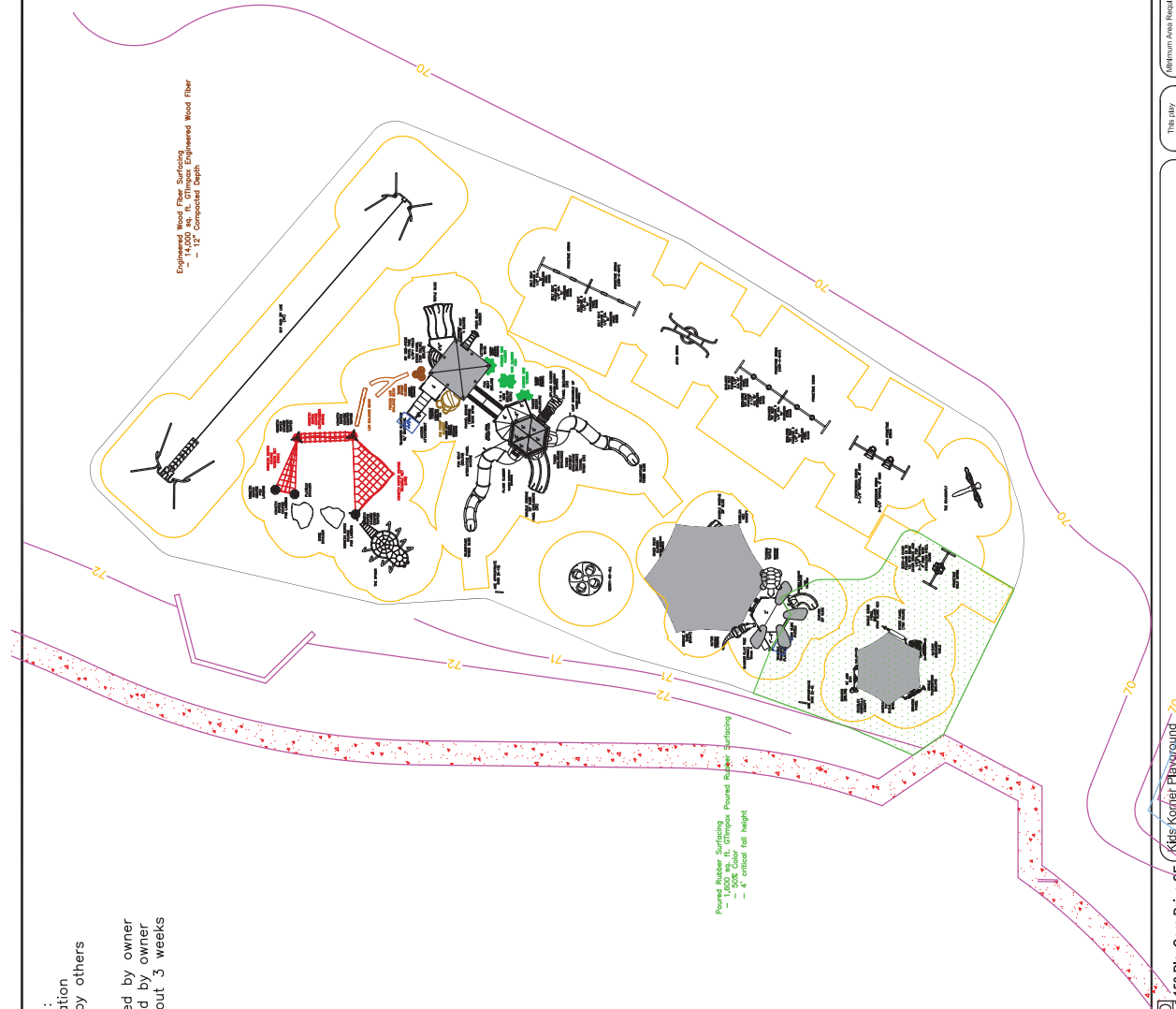
- Flush with sidewalk insulation
- - digout and final grade by others
- - sidewalks by others
- - drainage by others
- Staging area to be provided by owner
- Access path to be provided by owner
- Expected on site work, about 7 weeks

- Outgot and final grade by others
- sidewalks by others
- drainage by others
- Staging area to be provided by owner
- Access path to be provided by owner
- Expected on site work, about 3 weeks

- sidewalks by others
- drainage by others
- Staging area to be provided by owner
- Access path to be provided by owner
- Expected on site work, about 3 weeks

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- Access path to be provided by owner
- Expected on site work, about 3 weeks



Poured Rubber Surfing
 - 1,600 sq. ft. Glimpox Poured Rubber Surfing
 - 50% Color
 - 4' critical fall height



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Provides Corner Playground
Seesburg, FL

Year	Male (%)	Female (%)	Total (%)
1970	8.0	8.5	8.25
1980	9.0	9.5	9.25
1990	10.0	10.5	10.25
2000	11.0	11.5	11.25
2010	12.0	12.5	12.25
2020	15.0	15.0	15.0

1001

This play equipment is recommended for children ages 2-5 & 5-12

IMPORTANT: Soil resistance should be placed in the equipment, as specified in the equipment, and at depths critical fall heights as specified in the equipment. See consumer Product Safety ASTM standard F 1487

Drawn By:
Rob

Date:
3-8-16

Drawing Name:
Mule, Kerosene



AGENDA MEMORANDUM

Item No: 6J.

Meeting Date: March 14, 2016

From: DC Maudlin, Public Works Director

Subject: Request concept approval and authorization to advertise for replacement signage on US 441 east of Airport View Rd

Staff Recommendation: Staff recommends approval of concept and authorization to advertise for replacement of existing US Highway 441 welcome sign.

Analysis: The existing Welcome sign on US Highway 441 desperately needs replacing. The sign is old, badly faded and out dated.



Recognizing the need to replace the existing sign, the City Commission included \$30,000 in the FY 16 budget to construct a new landmark feature welcoming folks to Leesburg. Staff recommends construction of a monument sign similar to the entry signs at Sleepy Hollow and Susan Street Athletic Complexes. The sign will be roughly 13ft wide and 10ft tall; it will have a 5ft by 8ft full color, LED message board and a center arch featuring an inset, back lit city logo. A conceptual rendering is shown below:



Options:

1. Approve concept design and authorize procurement
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

FY 16 Budget includes \$30,000 for US 441 signage replacement

Submission Date and Time: 3/9/2016 4:07 PM

<p>Department: Public Works</p> <p>Prepared by: DC Maudlin</p> <p>Attachments: Yes___ No___</p> <p>Advertised: ___Not Required___</p> <p>Dates: _____</p> <p>Attorney Review : Yes___ No___</p> <p>_____</p> <p>Revised 6/10/04</p>	<p>Reviewed by: Dept. Head DCM</p> <p>Finance Dept. _____</p> <p>Deputy C.M. _____</p> <p>Submitted by: _____</p> <p>City Manager _____</p>	<p>Account No. _____</p> <p>Project No. _____</p> <p>WF No. _____</p> <p>Budget _____</p> <p>Available _____</p>
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